# SANTA FE COUNTY
# RESOLUTION 2026- 143

## A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

**Whereas, the Board of County Commissioners meeting in regular session on November 10, 2026, did request the following budget adjustment:**

Department / Division COMMUINITY DEVELOPMENT/SUSTAINABILITY

Budget Adjustment Type (drop down): **Other** Fiscal Year: 2027 (July 1, 2026 - June 30, 2027)

BUDGETED REVENUES: (use continuation sheet, ifnecessary)

| FUND CODE XXX | DEPARTMENT/ DIVISION CODE XXXX | ACTIVITY CODE XXX | ELEMENT/ OBJECT CODE XXXX | LINE DESCRIPTION | INCREASE AMOUNT | DECREASE AMOUNT |
|---|---|---|---|---|---|---|
| 101 | 0507 | 371 | 14-00 | NMED RAID GRANT | $ 9,063 | |
| | | | | | | |
| **Total** | | | | | $ 9,063 | $ - |

BUDGETED EXPENDITURES: (use continuation sheet, ifnecessary)

| FUND CODE XXX | DEPARTMENT/ DIVISION CODE XXXX | ACTIVITY CODE XXX | ELEMENT/ OBJECT CODE XXXX | LINE DESCRIPTION | INCREASE AMOUNT | DECREASE AMOUNT |
|---|---|---|---|---|---|---|
| 101 | 0507 | 446 | 50-03 | SERVICES/CONTRACTURAL/PROFESSIONAL | $ 8,344 | |
| 101 | 0507 | 446 | 60-07 | OPERATIONAL SUPPLIES | 719 | |
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| | | | | | | |
| **Total** | | | | | $ 9,063 | $ - |

**Requesting Department Approval:** Jacqueline Beam **Title:** Sustainability Manager **Date:** 10/22/2026 **Log #** 14

**Capital/Grants Approval:** [signature] **Date:** 10/26/2026 **Budget Administrator:** [signature]

**Finance Dept Approval:** [signature] **Date:** 10/26/2026 **Entered by:** _____ **Date** _____

**County Mgr Approval:** [signature] **Date:** 11/2/2026 **Updated by:** _____ **Date:** _____

SFC CLERK RECORDED 11/12/2026

# SANTA FE COUNTY
# RESOLUTION 2026- 143

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT**

**(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)**

| | | | |
|---|---|---|---|
| 1 | Please summarize the request and its purpose in the area below. | | |
| | The New Mexico Environment Department (NMED) awarded Santa Fe County $9,063.03 for the fiscal year 2027 Recycling and Illegal Dumping Grant (RAID) . A budget adjustment resolution is required to recognize and budget these funds under grant agreement RAID-FY27-02. | | |
| | | Recurring | Non-Recurring |
| 2 | Is this Budget Action for a Recurring or Non Recurring Expense(one-time) | | X |
| | | Yes | No |
| 3 | Does this request impact a revenue source? | X | |
| | A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy | | X |
| | B. Does this include state or federal funds? If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget. | X | |
| | C. Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.) | | X |
| | D. Is a match required? If Yes, please identify funding source in the line below. | | X |

PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW

| FUND | DEPARTMENT | ACTIVITY | ELEMENT | CATEGORY / LINE ITEM | AMOUNT | BUDGETED (Drop Down) |
|---|---|---|---|---|---|---|
| | | | | | | |

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**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Local Government Division of the New Mexico Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

**Approved, Adopted, and Passed This 10th Day of November, 2026.**

**Santa Fe Board of County Commissioners**

Justin Greene, Chairperson

**ATTEST:**

Katharine E. Clark, County Clerk

KATHARINE E. CLARK COUNTY CLERK SANTA FE COUNTY NEW MEXICO

OUNTY OF SANTA FE )
TATE OF NEW MEXICO ) ss

BCC RESOLUTIONS
PAGES: 19

Hereby Certify That This Instrument Was Filed for
ecord On The 12TH Day Of November, 2026 at 01:53:36 PM
nd Was Duly Recorded as Instrument # 2095677
f The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
eputy _____ County Clerk, Santa Fe, NM

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**NEW MEXICO ENVIRONMENT DEPARTMENT**
**RESOURCE RECOVERY BUREAU**

**PROJECT # RAID-FY27-02**
**RECYCLING AND ILLEGAL DUMPING FUND GRANT AGREEMENT**

**THIS GRANT AGREEMENT ("Agreement") is made and entered into by the New Mexico Environment Department ("NMED") and Santa Fe County ("GRANTEE") (collectively, "the parties").**

**WHEREAS**, the New Mexico Legislature has enacted the Recycling and Illegal Dumping Act, NMSA 1978, §§ 74-13-1 to -20, ("RAIDA") which establishes the Recycling and Illegal Dumping Fund, NMSA 1978, Section 74-13-19; and

**WHEREAS**, §§ 74-13-17 and 74-13-19 of the Recycling and Illegal Dumping Act authorizes NMED to make grants to counties, municipalities, Indian nations, pueblos, tribes, land grant communities, cooperative associations, or solid waste authorities for the abatement of illegal dumpsites, for processing, transportation or recycling of all recyclable materials and scrap tires, for providing funds to public landfills in New Mexico to offset the cost of collecting or recycling of tires and for carrying out the provisions of the Recycling and Illegal Dumping Act; and

**WHEREAS, the GRANTEE is a county established under NMSA 1978, §§ 4-1-1 to -62-10; and**

**WHEREAS**, the GRANTEE is eligible, pursuant to the RAIDA, Section 74-13-17, and the Recycling, Illegal Dumping and Scrap Tire Management Regulations, 20.9.20 NMAC for said grant funds for the purpose of obtaining reimbursement funds for eligible projects; and

**WHEREAS**, NMED is empowered, pursuant to NMSA 1978, Section 74-1-6, to enter into this agreement;

**NOW THEREFORE**, the parties agree to the following:

## ARTICLE 1 FUNDING

Pursuant to Sections 74-13-17 and 74-13-19 of the RAIDA, NMED grants funds in the amount of up to **NINE THOUSAND SIXTY-THREE DOLLARS AND THREE CENTS ($9,063.03),** including Gross Receipts Tax, to the GRANTEE for the execution of the project as referenced in Article 5 and defined in the Project Description (Exhibit A) ("Project"). Such grant funds shall be provided to the GRANTEE as reimbursement for allowable costs as defined in Article 10.

## ARTICLE 2 EFFECTIVE DATE AND TERM OF AGREEMENT

This grant agreement shall become effective upon the signatory execution by the Secretary of Environment and shall expire on **JUNE 30, 2027**, if not earlier terminated as provided in Article



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17 of this Agreement. No funds shall be expended nor work undertaken unless and until this Agreement is executed by the Secretary of Environment.

If the Project cannot be completed within the term of this Agreement, the GRANTEE shall notify NMED in writing at least sixty (60) days prior to the expiration date of the term. The notification shall include an explanation of and reason for the inability for the GRANTEE to meet the term deadline, and a proposed amended term date. NMED shall, at its sole discretion, determine whether to amend this Agreement to extend its term.

## ARTICLE 3 SPECIAL TERMS AND CONDITIONS

The parties agree that:

A. Grant funds shall not be used to pay, refund, renew, roll over, retire or replace any other obligations previously issued or incurred by the GRANTEE.

B. GRANTEE shall provide a written assurance signed by signatory authority that the GRANTEE has proper title, easements, leases, and rights-of-way to the property upon which any facility associated with the grant funding is to be constructed or improved.

C. NMED shall reimburse GRANTEE for expenditures only as described in Article 10 and only if incurred after execution of this Agreement by the Secretary of Environment and after a purchase order from NMED has been received by the GRANTEE.

## ARTICLE 4 GRANT CONTRIBUTIONS

The parties recognize that the costs of the Project may exceed NINE THOUSAND SIXTY-THREE DOLLARS AND THREE CENTS ($9,063.03) and, in such event, the GRANTEE shall contribute the difference between the total cost of the Project and the funds available from NMED under this grant agreement plus any matching funds, or the scope of work (Article 5) shall be reduced, subject to NMED's right of prior approval as provided in Article 5 of this grant agreement.

## ARTICLE 5 SCOPE OF WORK

The GRANTEE shall implement, in all respects, the project outlined in the Project Description, attached as Exhibit A, the Budget, attached as Exhibit B, the Work Plan and Schedule, attached as Exhibit C, and the Work / Reimbursement Schedule, attached as Exhibit D.

The GRANTEE shall not change the Project Description without (i) submitting a written request to NMED and obtaining NMED's written approval of the change and (ii) an amendment of the Agreement, if necessary.

The GRANTEE shall submit quarterly reports to NMED. Quarters shall end on September 30, December 31, March 31 and June 30. Quarterly reports shall:

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1. be submitted at the end of each quarter;
2. be provided in narrative form and adequately summarize the quarter's Project activities;
3. summarize the Project's progress, status, and milestones;
4. include revised work plans or timelines as necessary;
5. include a description of any issues that may hinder timely completion of the project and proposed solutions;
6. include a discussion of future Project activities;
7. include an itemized list of any requests for reimbursements for that quarter, evidence of payments (copies of invoices, vouchers, cancelled checks) and any other relevant supporting documents; and
8. include all reimbursement requests and written support documentation for purchases of services, goods and/or equipment received in each quarter.

## ARTICLE 6 ADMINISTRATIVE PROCEDURES

Upon execution of this Agreement, the GRANTEE shall follow the procedures listed below unless waived in writing by NMED.

A. Copies of any pre-existing agreements or executed contracts that the GRANTEE proposes for use during the Project shall be submitted to NMED for review approval prior to any performance or expenditure, if deemed necessary by NMED. If NMED determines that any such contract or agreement is invalid, this Agreement may be terminated by NMED upon written notification.

B. All purchases made using grant funds shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-1 to -199. The Grantee shall submit confirmation of Procurement Code compliance with all reimbursement requests. If funds are to be used for the purchase of equipment, services, construction supplies, or other approved items of tangible personal property for the purposes of completion of the Agreement, quotes must be obtained in accordance with New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. Quotes must be submitted to NMED for approval prior to purchase and must be valid at the time of purchase. As allowed under NMSA 1978, Section 13-1-98(K), municipalities that have adopted a home rule charter and having enacted their own purchasing ordinances may follow the municipality purchasing ordinance. A copy of Grantee's municipal purchasing ordinance shall be provided to NMED upon signature of the Grant Agreement. In the event that the Grantee's municipal purchasing ordinance does not contain specific quote or bidding procedures or source selection for procurement, the New Mexico Procurement Code shall prevail. As allowed under Section 13-1-98(GG) of the Procurement Code, Indian nations, tribes or pueblos may follow their procurement policy, should they have one. If Indian nations, tribes or pueblos do not have their own procurement policy, they must comply with New Mexico Procurement Code, NMSA 1978, §§ 13-1-1 to -199 for all purchase made using grant funds. Failure to follow applicable procurement regulations will result in non-payment of the amount in question.

SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 85A6AC52-264D-8B79-8069-60E3D0668308



C. The GRANTEE is permitted to make cumulative transfers among budget categories to meet unanticipated requirements that do not exceed or are not expected to exceed ten percent of the total approved budget.

D. Request for Proposals ("RFP") for professional services and/or other services shall comply with the New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. If grant funds are to be used for professional services, the GRANTEE shall submit documentation regarding the selection process used or that will be used and a copy of the RFP or RFQ, if applicable, to NMED for review and approval prior to selecting professional services.

E. Invitations to Bids ("ITB") for items of tangible personal property, construction, or services shall comply with the New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. The GRANTEE shall submit documentation regarding the selection process used or that will be used and a copy of the ITB, if applicable, to NMED for review and approval prior to selection.

F. If grant funds are to be used for engineering design or for construction, the GRANTEE shall submit all plans, specifications, and any addenda or change orders to NMED for review and approval before the project is advertised for construction bids, if deemed necessary by NMED. Plans and specifications shall be prepared and stamped by a registered New Mexico Professional Engineer.

G. The GRANTEE shall submit all modifications to plans and contracts in writing to NMED for written approval prior to implementation of such modification. NMED's decision approving or disapproving the modification shall be made in a timely manner in writing to the GRANTEE. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.

H. The GRANTEE shall submit requests for reimbursement to NMED in a timely manner and in accordance with Article 9. Requests for reimbursement and supporting documentation must be submitted during the same state fiscal quarter as the costs are incurred (the state fiscal year is July 1 to June 30.) Requests for reimbursement for eligible expenses completed within the last 60 days in a fiscal year shall be submitted to NMED within the first week of July, or as instructed by the grant administrator.

I. NMED may require proof of deposit and/or proof of payment to contractors or consultants, including the disbursement of funds from other sources used for the Project.

J. The Project will not be considered complete until the work as defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

## ARTICLE 7 NMED REVIEW

NMED inspection, review, and approval are for purposes of compliance with applicable State grant requirements, procedures, and regulations only. NMED approval shall not be interpreted as any warranty or guarantee, and all defects and their correction shall be the responsibility of the

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GRANTEE. Approval of plans and design of the Project indicates only that the submitted plans are complete and in compliance with applicable State grant requirements, procedures, and regulations. The GRANTEE shall be responsible for the completion and success of the Project. Approval by NMED does not relieve the GRANTEE of any legal obligations or responsibilities, including obligations and responsibilities under the RAIDA.

NMED shall have the right to examine all installations comprising the project, including materials intended for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans.

NMED shall have the right to inspect and audit all quote sheets, bids, proposals and contracts for compliance before any services, work or goods are received. NMED's approval to proceed with procurement does not release the GRANTEE from their responsibility for compliance with all procurement rules and regulations.

## ARTICLE 8 OPERATIONS AND MAINTENANCE

The GRANTEE shall perform all operation and maintenance of the Project.

## ARTICLE 9 COMPENSATION AND METHOD OF PAYMENT

A. No expenditure of funds by GRANTEE in anticipation of reimbursement pursuant to this Agreement is authorized prior to execution of this Agreement by the Secretary of Environment and the acquisition of a State Purchase Order by NMED.

B. For satisfactory performance of all work and services required under the terms of this Agreement, NMED shall reimburse the GRANTEE for actual costs and Gross Receipts Tax incurred, up to the limit set forth in Article 1. NMED shall reimburse the GRANTEE when NMED determines, in its sole discretion, that expenditures have been properly documented. Copies of all applicable vouchers paid shall be submitted to NMED with requests for reimbursement. All requests for reimbursement shall be prepared by the GRANTEE in the manner required by NMED, and submitted using forms provided by NMED, and shall be accompanied by the appropriate supporting documentation to assure that those costs being reimbursed are correct and within the approved scope of work as described in Exhibit A. Requests for reimbursement shall include expenditures to date by approved budget category (Exhibit B). Failure to provide timely, accurate periodic requests for reimbursement may result in the forfeiture of grant funds or significant delay in payment. Payment will not be authorized for any reimbursement request submitted after the date specified in ARTICLE 6(G) of this grant agreement.

C. Interim payments will be made as the work progresses for properly prepared reimbursement requests. The GRANTEE shall prepare and certify requests for reimbursement for interim payments in the quarter that the services, goods or equipment was completed and received. Interim payments for approved services shall be made in accordance with the approved contracts or agreements for those services. All reimbursement requests shall be signed by the chief financial officer and certified procurement officer as designated in Article 21, except for Indian nations, tribes, and pueblos who must have all reimbursement requests signed by only the chief financial



SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 85A6AC52-264D-8B79-8069-60E3D0668308



officer. In the event that chief financial officer or certified procurement officer is no longer employed by the GRANTEE, the persons occupying those positions shall sign reimbursement requests. By signing the reimbursement request, the GRANTEE acknowledges that any procurement not compliant with applicable procurement regulations will result in non-payment of the amount in question, that expenditures have been made in accordance with the grant agreement, and that payment from NMED has not been received at the time the request is submitted. Failure to obtain appropriate signatures will result in non-payment of the amount in question. All reimbursement requests shall be prepared and submitted using the NMED-approved format and include copies of checks and invoices.

D. Interim or final payment by NMED may be withheld until such time as NMED determines, in its sole discretion, that the GRANTEE has complied with the terms of this grant agreement, including all administrative procedures (Article 6).

E. When multiple funding sources are used to complete the Project, the project Budget (Exhibit B) shall identify all funding sources and the line item to which funds are allocated from each source.

F. Any grant funds which remain unexpended after all conditions of this Agreement have been satisfied will revert to the Recycling and Illegal Dumping Grant Fund.

G. The funds referred to in Article 1 shall constitute full and complete payment of monies to be received by the GRANTEE from NMED.

H. Notwithstanding the other provisions of this article, five percent (5%) of the total grant amount may be withheld by NMED until NMED has determined in its sole discretion that the Project is at least ninety percent 90% complete. This amount may be withheld by NMED pending final Project inspection by NMED, submission by the GRANTEE of a final report, and acceptance of the Project by NMED. Final Project inspection by NMED shall be performed promptly and the results shall be conveyed to the GRANTEE in writing if deficiencies are found. The Project will not be considered complete until the work defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

I. Upon project completion, final payment shall not be made by NMED until after a final inspection has been conducted by Solid Waste Bureau staff. If the GRANTEE has contracted or subcontracted with others, the GRANTEE shall provide the following items for review and approval by NMED:

1. A final reimbursement request including the final certified pay request approved by the GRANTEE's signatory authority;
2. A written affirmation or certification letter that includes the following:
    a) A brief narrative stating that the GRANTEE has confirmed that all Project work has been satisfactorily completed and that all contractors and subcontractors have fulfilled all of the obligations required under the contract documents with the GRANTEE regarding the date of successful completion of the Project;

Docusign Envelope ID: 85A6AC52-264D-8B79-8069-60E3D0668308



b) For contracts that exceed $60,000 for contractor or subcontractor costs, a certification by the GRANTEE that describes how the Labor Standards Contract Provisions have been met;

3. A complete legally effective release or waivers (satisfactory to the GRANTEE) of liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under;
4. A written consent of the surety, if any, to final payment; and
5. GRANTEE's ledger sheets, including all payments made by the GRANTEE, may be requested with the final reimbursement request, and before the final reimbursement request is processed by NMED.

J. Upon project completion, final payment shall not be made by NMED until after a final report has been submitted to NMED. At a minimum, the final report shall include the following:

1. A narrative description of the Project including photographs of any equipment or construction (pictures of before and after and progress during construction, and photographs of the project at completion);
2. A list of all major equipment (e.g., loaders, 40-yard cubic bins, waste compactors, tractor trailers) and the cost of such equipment purchased under the terms of this Agreement;
3. A narrative description and photographs of all construction projects that were partially or completely funded under the terms of this Agreement;
4. Any other information requested in writing by NMED.

## ARTICLE 10 ALLOWABLE AND UNALLOWABLE COSTS

The parties agree that allowable costs shall be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this Agreement as defined in Exhibit A. GRANTEE shall justify, in accordance with NMED criteria and procedures, all expenditures for which it requests reimbursement. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the GRANTEE provides sufficient justification.

Unallowable costs include but are not limited to: administrative expenses (including grant application preparation), costs of GRANTEE employees not directly employed at the solid waste facility, late fees, interest or penalties, and, in accordance with Article 23, any Special Terms and Conditions. Unallowable costs shall be paid by the GRANTEE.

## ARTICLE 11 ACCOUNTING

Funds received by the GRANTEE from NMED and all other funding sources for the Project shall be established as separate identifiable ledger accounts or be deposited in separate bank accounts. The GRANTEE shall comply with generally accepted accounting principles to account for all funds.

SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 85A6AC52-264D-8B79-8069-60E3D0668308



## ARTICLE 12 RECORDS/AUDIT AND INSPECTION

The GRANTEE shall maintain books, records, documents, and other evidence sufficient to substantiate the costs incurred in the performance of this Agreement. The Project site and GRANTEE facilities that are in any part the subject of this Agreement, including all books, records, documents, ledgers, and other evidence required by this article, shall be preserved and made available to NMED, the State Auditor and/or his agent(s) during the Agreement term and for a period of six (6) years from date of final payment. If, upon expiration or termination of this Agreement, NMED has questions concerning proper expenditure of funds and has conveyed such to GRANTEE in writing, the GRANTEE shall preserve and make available all books, records, documents, ledgers, and other evidence relating to this Agreement until such questions are resolved and the GRANTEE has received written notice to that effect from NMED. This article applies to all contracts led by the GRANTEE and costs that are to be claimed for reimbursement.

## ARTICLE 13 CERTIFICATION

By signing this Agreement, the GRANTEE gives assurance and certifies that:

A. The GRANTEE possesses legal authority to make application for these funds and to execute this agreement;

B. If required by applicable local rule or ordinance, the GRANTEE's current governing body has duly adopted or passed a resolution authorizing the person(s) identified as the official representative of the GRANTEE to submit any documents pertaining to the project, along with all understandings and assurances contained in this Agreement.

C. If required by applicable local rule or ordinance, the resolution also identifies the person(s) with signatory authority for the GRANTEE (the person(s) authorized to submit and sign reimbursement requests to NMED). The GRANTEE shall provide a copy of the resolution to NMED with the signed Agreement.

D. The GRANTEE will provide or appropriately obtain all necessary qualified personnel, material, and facilities to implement the Project described in this Agreement.

E. The GRANTEE will only use subcontractors if approved by NMED for the completion of the scope of work as specified in Exhibits A and B herein.

F. The GRANTEE will comply with federal, State and local statutes, regulations, policies, guidelines and any other requirements with respect to the acceptance and use of funds for this Project.

G. When real property, easement, or other right to use real property is acquired by the GRANTEE, either through purchase or donation, as a part of this Project and within the Agreement

Docusign Envelope ID: 85A6AC52-264D-8B79-8069-60E3D0668308



term, the GRANTEE will submit documentation of title pertaining to such property, easement, or rights-of-way to NMED.

H. No officer or employee of the GRANTEE or its designees or agents, or member of the governing body of the locality in which the project is situated during his/her tenure or for one year after his/her tenure, will have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the project under this Agreement. The GRANTEE will incorporate a provision prohibiting such interest pursuant to the purposes of this certification in all related contracts or subcontracts.

I. Assistance from the State of New Mexico will be acknowledged on all Project signs that acknowledge Project funding sources. The Project signs will include the name of the Project, the name of the GRANTEE, total cost of the Project and a listing of the financial participation by dollar amount from all sources.

## ARTICLE 14 OCCUPATIONAL SAFETY

The GRANTEE agrees to take affirmative action to ensure that the Project is conducted in conformance with federal and State laws and regulations relating to occupational health and safety. Authorized inspectors from NMED's Occupational Health and Safety Bureau shall have unobstructed access to Project sites and shall not be impeded in any way from performance of their duties. These provisions shall be included in any contract related to this Agreement.

## ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

The GRANTEE agrees to abide by all federal and state laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person will, on the grounds of race, color, national origin, gender, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or otherwise be subject to, discrimination under any activity performed under this Agreement. If GRANTEE is not in compliance with these requirements during the life of this Agreement, GRANTEE agrees to take appropriate steps to correct any such deficiencies.

## ARTICLE 16 SCOPE OF AGREEMENT AND AMENDMENTS

This grant agreement constitutes the entire and exclusive Agreement between the GRANTEE and NMED with respect to the Project. This Agreement supersedes any and all prior agreements, discussions, communication, representation, or negotiations, written or verbal. The parties may amend this Agreement if the amendment is in writing and signed by both parties.

## ARTICLE 17 TERMINATION

NMED shall have the right to terminate this Agreement if at any time in the judgment of NMED the terms of the Agreement have been violated or the activities described in the attached exhibits



SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 85A6AC52-264D-8B79-8069-60E3D0668308



are not progressing satisfactorily. This Agreement may also be terminated for failure to provide adequate deliverables within the agreed upon time frames, non-performance of tasks, or for missing two consecutive quarterly report deadlines as mutually agreed upon in work plan dates, proper procurement has not been followed or any other reasons as determined by NMED.

The above-mentioned time frames include, but are not limited to, those specified in Exhibit D (Work / Reimbursement Schedule).

Termination shall be effected by sending written notice to the GRANTEE and is effective upon receipt or as determined by NMED in the termination letter. The GRANTEE shall accept as final NMED's decision as to terminate the Agreement.

Upon termination, NMED may demand a refund of all or part of the funds disbursed to the GRANTEE.

## ARTICLE 18 APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMED to the GRANTEE. NMED's decision as to whether sufficient appropriations are available shall be accepted by the GRANTEE and shall be final. If NMED proposes an amendment to this Agreement to unilaterally reduce funding, the GRANTEE shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## ARTICLE 19 LIABILITY

As between NMED and the Grantee, each party shall be responsible for liability arising from personal injury or damage to persons or property by its own agents or employees in the performance of this Agreement, subject in all instances to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -30, and any amendments thereto.

## ARTICLE 20 NMED REPRESENTATIVE / SIGNATORY AUTHORITIES

NMED hereby designates the person(s) listed below as the official NMED Representative(s) responsible for overall supervision of the Project and the official NMED Signatory Authority(s).

**NMED REPRESENTATIVE(s)**

Name: Elias Cruz
Outreach Specialist

Phone: (505) 490-5356
E-mail address: elias.cruz@env.nm.gov

Address: 1190 Saint Francis Dr. # N2150, PO Box 5469, Santa Fe, New Mexico 87502-5469

Docusign Envelope ID: 85A6AC52-264D-8B79-8069-60E3D0668308



**NMED SIGNATORY AUTHORITY(s)**

Name: James C. Kenney, Cabinet Secretary Phone: (505) 827-2855

Address: Attn: Elias Cruz 1190 Saint Francis Dr. # N2150, PO Box 5469, Santa Fe, New Mexico 87502

**ARTICLE 21 GRANTEE REPRESENTATIVE / SIGNATORY AUTHORITY**

The GRANTEE hereby designates the person(s) listed below as the official GRANTEE Representative(s) responsible for overall supervision of the Project and the official GRANTEE Signatory Authority(s). The Signatory Authority must be a mayor; city or county manager; chairman of a county commission; director of a solid waste authority; governor of a pueblo, tribe or nation; or chairman or executive director of a cooperative association. The Chief Financial Officer must be the senior manager responsible for overseeing all financial activities for the GRANTEE.

**GRANTEE REPRESENTATIVE(s)**
Name: Elizabeth Houghton Phone: (505) 986-6392
E-mail address: ehoughton@santafecountynm.gov
Address: 240 Grant Avenue, Santa Fe, NM 87501

**GRANTEE SIGNATORY AUTHORITY(s)**
Name: Gregory S. Shaffer Phone: (505) 986-6216
E-mail address: gshaffer@santafecountynm.gov
Address: 240 Grant Avenue, Santa Fe, NM 87501

**GRANTEE CHIEF FINANCIAL OFFICER**
Name: Yvonne S. Herrera Phone: 505-995-2781
E-mail address: ysherrera@santafecountynm.gov
Address:102 Grant Avenue, Santa Fe, NM 87501

**GRANTEE CERTIFIED PROCUREMENT OFFICER***
Name: Bill Taylor Phone: 505-986-6373
E-mail address: wtaylor@santafecountynm.gov
Address: 102 Grant Avenue, Santa Fe, NM 87501

*Indian nations, tribes, and pueblos may leave this section blank.

**ARTICLE 22 NOTICE**

The GRANTEE shall provide notice to all contractors that the Procurement Code imposes civil and criminal penalties for its violation and that the New Mexico criminal statutes impose felony penalties for illegal bribes, kick-backs or rebates.

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## ARTICLE 23 SPECIAL TERMS AND CONDITIONS

None.

## SIGNATURES

**GRANTEE SIGNATORY AUTHORITY:**

GREGORY S. SHAFFER
Name

COUNTY MANAGER
Title

8/25/26
Date

**GRANTEE Chief Finance Officer:**

Yvonne S. Herrera
Name

Finance Division Director
Title

8/21/2026
Date

**NMED:**

Signed by
Russell Lashley
60FF41B08A7D455...
James C. Kenney, Cabinet Secretary

9/21/2026
Date

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# EXHIBIT A
# PROJECT DESCRIPTION

## NEW MEXICO ENVIRONMENT DEPARTMENT
## RESOURCE RECOVERY BUREAU
## RECYCLING AND ILLEGAL DUMPING FUND – GRANT #RAID-FY27-02

**NAME OF GRANTEE: Santa Fe County**
**FOR: Food Waste Composting Pilot at the Santa Fe County Adult Correctional Facility and Eldorado Senior Center**

**Project Description:** This project involves a year-long food waste composting pilot at two County facilities: The Santa Fe Adult Correctional Facility and the Eldorado Senior Center. The grantee will arrange food waste collection for these two locations for processing at a commercial composting operation, as well as the delivery of finished compost to the Adult Correctional Facility for use in the ecotherapy garden. The grantee will document progress for NMED through quarterly reports and a final report. This project intends to create a positive cycle in which the food scraps generated at the Adult Detention Facility and the Eldorado Senior Center are transformed into compost that enriches a food-producing garden at one of those sites, establishing a precedent and framework for continuing County composting operations in the future.

**Reimbursable expenses include:** Food waste hauling, collection, composting, compost purchase or delivery for the approved project component, applicable taxes, and other approved costs identified in Exhibit B. Personnel costs, routine operations outside the approved pilot, and costs not identified in Exhibit B are not reimbursable unless approved in writing by NMED.

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# EXHIBIT B
# BUDGET

## NEW MEXICO ENVIRONMENT DEPARTMENT
## RESOURCE RECOVERY BUREAU
## RECYCLING AND ILLEGAL DUMPING FUND – GRANT # RAID-FY27-02

**NAME OF GRANTEE: Santa Fe County**
**FOR: Food Waste Composting Pilot at the Santa Fe County Adult Correctional Facility and Eldorado Senior Center**

| Classification | NMED Funds |
|---|---|
| Abatement Costs | |
| Professional Services | $8,343.98 |
| Construction Costs | |
| Equipment Costs | |
| Other Costs | $719.05 |
| Contingency | |
| Total | $9,063.03 |
| | |
| **Specify other costs not noted above:** None | |
| **Matching Funds:** $9,063.03 | |

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# EXHIBIT C
# PROJECT SCHEDULE

## NEW MEXICO ENVIRONMENT DEPARTMENT
## RESOURCE RECOVERY BUREAU
## RECYCLING AND ILLEGAL DUMPING FUND – GRANT # RAID-FY27-02

**NAME OF GRANTEE: Santa Fe County**
**FOR: Food Waste Composting Pilot at the Santa Fe County Adult Correctional Facility and Eldorado Senior Center**

| | 2026 | | | | | | 2027 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Quarter 1** | | | **Quarter 2** | | | **Quarter 3** | | | **Quarter 4** | | |
| Project Task | **July** | **August** | **September** | **October** | **November** | **December** | **January** | **February** | **March** | **April** | **May** | **June** |
| Quarterly Reports Due | | | X | | | X | | | X | | | X |
| Provide NMED with all required procurement documents to establish a food-waste collection service agreement. | | | X | X | | | | | | | | |
| Arrange a year-long food waste collection service agreement for the Adult Correctional Facility and Eldorado Senior Center. Submit a reimbursement request when appropriate. | | | X | X | | | | | | | | |
| Maintain food waste collection at the Adult Correctional Facility and Eldorado Senior Center. This will involve a year-long service agreement, but reporting will be limited to the FY25-26 grant period. | | | | X | X | X | X | X | X | X | X | X |
| Arrange delivery of finished compost for use in the Adult Correctional Facility ecotherapy garden. Submit reimbursement request when appropriate. | | | | | | | | | X | X | X | |
| Submit the project completion survey and any remaining documentation or reimbursement requests. | | | | | | | | | | | X | X |

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# EXHIBIT D
# WORK / REIMBURSEMENT REQUEST SCHEDULE

## NEW MEXICO ENVIRONMENT DEPARTMENT
## RESOURCE RECOVERY BUREAU
## RECYCLING AND ILLEGAL DUMPING FUND – GRANT # RAID-FY27-02

**NAME OF GRANTEE: Santa Fe County**
**FOR: Food Waste Composting Pilot at the Santa Fe County Adult Detention Facility and Eldorado Senior Center**

| Reporting Period | Quarter 1<br>July – September | Quarter 2<br>October – December | Quarter 3<br>January-March | Quarter 4<br>April - June |
|---|---|---|---|---|
| **Tasks expected to be completed during period** | Submit Q1 report. | Submit Q2 report.<br><br>Arrange a year-long food waste collection service for the Adult Correctional Facility and Eldorado Senior Center.<br><br>Submit procurement documents and reimbursement requests.<br><br>Maintain food waste collection at both facilities. | Submit Q3 report.<br><br>Maintain food waste collection at the Adult Correctional Facility and Eldorado Senior Center. | Submit final report.<br><br>Maintain food waste collection at the Adult Correctional Facility and Eldorado Senior Center. |
| **Expected status of tasks proposed to be in progress during period** | Complete | Complete | Complete | Complete |
| **Amount of funds estimated to be expended during period** | $0.00 | $8,343.98 | $0.00 | $719.05 |