

**FY26 New Mexico Garden Project Grant Agreement
Santa Fe County Senior Services**

This Agreement is entered into on April 17, 2026 between **Santa Fe County**, a political subdivision of the state of New Mexico (the “Grantee”), and the **Aging and Long-Term Services Department** (the “Department”).

I. PURPOSE

The objective of this New Mexico Senior Center Garden grant Agreement is to fund the establishment of a communal garden area for senior citizens. This initiative seeks to renovate or establish a community garden that offers an opportunity for seniors to participate in gardening activities to promote physical health and encourage social engagement while cultivating herbs, vegetables, flowers, and fruits.

II. TERM DATE

This Agreement will become effective upon the completion of the execution of this Agreement by the parties and will terminate June 30, 2026, unless earlier terminated pursuant to Termination in Article III below.

III. TERMINATION

A. The Department may terminate this Agreement for convenience or cause. The Grantee may terminate this Agreement based upon the Department’s uncured, material breach of the terms and conditions of this Agreement.

B. Termination by Grantee

1. The Grantee shall give the Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall include the following:
 - a. All the Department’s material breach(es) of this Agreement upon which the termination is based; and
 - b. What the Department must do to cure such material breach(es).
2. Grantee’s notice of termination shall only be effective if the Department does not cure all material breaches within the thirty (30) day notice period.
3. In the case of material breaches by the Department that cannot be cured within thirty (30) days, Grantee’s notice of termination shall only be effective if the Department does not, within the thirty (30) day notice period, notify the Grantee of its intent to cure and begin with due diligence to cure the material breach.

C. Termination by the Department

1. This Agreement may be terminated immediately upon written notice to the Grantee if:
 - a. The Grantee becomes unable to perform the services agreed upon, as determined by the Department;
 - b. If, during the term of this Agreement, the Grantee is suspended or debarred by the State Purchasing Agent; or
 - c. The Agreement is terminated pursuant to paragraph d of this Agreement.
 - d. The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Department a monthly invoice, and supporting document(s), on or before the 10th of each month through the Revver system. The Department will review these documents to ensure all reimbursed expenses reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the term date of this agreement.

D. Termination Management

1. Immediately upon receipt by either the Department or the Grantee of notice of termination of this Agreement, the Grantee shall:
 - a. Not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without written approval of the Department; and
 - b. Comply with all directives issued by the Department in the notice of termination as to the performance of services or work under this Agreement.

IV. AREAS TO BE SERVED

A. The Grantee shall apply the grant funds under this Agreement to the purpose of stated above and will be responsible for the establishment of a community garden in at the following locations:

1. Edgewood Senior Center
2. Eldorado Senior Center
3. Cerrillos Senior Center

B. Target Population

1. Target population includes persons aged 60 or older. Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority

individuals with low incomes. Additionally, efforts must be made to target individuals residing in rural areas, individuals with limited English proficiency, individuals with Alzheimer's disease and related disorders, individuals with severe disabilities, or those at-risk of institutionalization, and their caregivers.

V. RESPONSIBILITIES OF THE GRANTEE

A. Administrative Requirements

1. The Grantee shall:

- a. Ensure that any equipment purchased with grant funds is acquired from reputable retailers and adheres to the Procurement Code ;
- b. Obtain garden equipment, implementation tools, and essential items necessary for establishing or expanding a garden and maintain an inventory accounting;
- c. Ensure adherence with agriculture safety protocols and policies;
- d. Ensure no harvested produce is integrated in the senior meal program;
- e. Ensure that the New Mexico Garden Grant funds are allocated solely for the purchase of equipment and supplies necessary to establish the senior garden as provided in this Agreement;
- f. Submit invoices from the senior centers and retailers in the designated folder within the Revver Database System until all funds have been utilized, unless otherwise authorized by the Department its sole discretion; and
- g. Ensure all invoices, accompanied by supporting documentation such as the equipment inventory, receipts or invoices from the retailer, are submitted by June 30, 2026.

All retailers invoicing must include the following:

- i. Vendor's name, address, and contact information;
- ii. Internal transaction number;
- iii. Purchased items with a description of each product along with the corresponding quantity; and
- iv. Price for each item and any applicable discount.

B. Performance Requirements:

Actionable metrics include :

- Engage **at least 50 seniors** within the term of this Agreement
- Achieve **75% participant satisfaction**
- **Volunteer hours tending to the garden reported monthly for the term of this Agreement or quantify the pounds of cultivated produce**
- **Host 2+ group gardening sessions per week**

2. The Department has the discretion to request documentation related to compliance at any time and for any reason.

VI. COMPENSATION

A. The Department shall pay the Grantee in full for implementation or expansion of gardens in accordance with the deliverables established in this Agreement. The total amount payable to the Grantee to carry out the purpose of these grant funds, including tax and expenses, shall not exceed \$25,000.00.


B. Funding for this awarded amount must be fully expended by June 30, 2026.

C. Department Oversight


1. The Department will monitor the monthly invoicing to verify all purchases are allowed under the New Mexico Garden Project Grant Agreement.


2. The Department will provide technical assistance to the Grantee as needed.

EXECUTED AND AGREED TO BY SIGNATURE(S) BELOW:

GRANTEE – SANTA FE COUNTY	County Manager
Name: Gregory S. Shaffer	Title:
Digital-Signature 	4/16/2026
	Date

Approved as to form by Roberta D. Joe, Assistant County Attorney for W.B., Santa Fe County Attorney 4/14/2026

Name: Craig Hays	Title: ALTSD Acting General Counsel
Digital-Signature 	Date 4.17.2026

Name: Antoinette Vigil	Title: ALTSD Deputy Cabinet Secretary
Digital-Signature 	Date 4.17.26