

**SANTA FE COUNTY
RESOLUTION 2024-088**

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

Whereas, the Board of County Commissioners meeting in regular session on July 9, 2024, did request the following budget adjustment:

Department / Division _____ CMO/FINANCE
 Budget Adjustment Type (drop down): Other Fiscal Year: 2024 (July 1, 2023 - June 30, 2024)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE	DEPARTMENT/ DIVISION CODE	ACTIVITY DESCRIPTION	ELEMENT CODE	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
244	0000	390	01-01	GF Transfer to Fire	\$	2,000,000
244	0000	385	00-00	Budgeted Cash - Supplant to GF Transfer	\$	2,000,000
101	0000	385	00-00	Budgeted Cash - Reduce for GF Transfer		2,000,000
207	0000	311	02-14	2nd 1/8th HH GRT Revenue	100,000	
212	0000	311	02-04	Environmental GRT Revenue	50,000	
219	0000	311	02-07	Correctional GRT Revenue	100,000	
220	0420	311	02-02	Indigent GRT Revenue	300,000	
Subtotal from First Page					\$ 2,550,000	\$ 4,000,000

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE	DEPARTMENT/ DIVISION CODE	ACTIVITY DESCRIPTION	ELEMENT CODE	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
101	0000	490	02-44	GF Transfer to Fire	\$	2,000,000
207	0000	412	70-93	2nd 1/8th HH GRT - Admin Fees	\$	100,000
212	0000	412	70-93	Environmental GRT - Admin Fees	50,000	
219	0000	412	70-93	Correctional GRT - Admin Fees	100,000	
220	0420	412	70-93	Indigent GRT - Admin Fees	300,000	
					\$ 550,000	\$ 2,000,000

Requesting Department Approval: Yvonne S Herrera Title: Finance Division Director Date: 7/2/2024 Log # 101
 Capital/Grants Approval: _____ Date: 7/2/2024 Budget Administrator: [Signature] Date: 7/2/24
 Finance Dept Approval: [Signature] Date: 7/2/2024 Entered by: _____ Date: _____
 County Mgr Approval: [Signature] Date: 7/2/2024 Updated by: [Signature] Date: _____

**SANTA FE COUNTY
RESOLUTION 2024-088
BUDGET ADJUSTMENT REQUEST FORM**

Page 2 of

Fiscal Year 2024 (July 1, 2023 Through June 30, 2024)

CONTINUATION SHEET

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXXX	DEPARTMENT DIVISION XXXX	ACTIVITY BASKET/ID XXXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
318	0183	371	90-13	Summer Enrichment Internship Program Grant	\$ 30,000	
401	0000	385	00-00	Budgeted Cash	241,034	
601	0000	345	01-00	Medical Premiums	360,700	
Subtotal from Second Page					\$ 631,734	\$ -
Total of All Pages					\$ 3,181,734	\$ 4,000,000

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXXX	DEPARTMENT DIVISION XXXX	ACTIVITY BASKET/ID XXXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
318	0183	412	10-24	Internship - Temporary Position	\$ 27,705	
318	0183	412	20-01	Internship - FICA	1,860	
318	0183	412	20-02	Internship - Medicare	435	
401	1610	419	90-02	2023 GOB Interest Payment in 1/2024	241,034	
601	0000	412	20-21	Medical Claims	360,700	
Subtotal from Second Page					\$ 631,734	\$ -
Total of All Pages					\$ 1,181,734	\$ 2,000,000

SANTA FE COUNTY
RESOLUTION 2024-088
BUDGET ADJUSTMENT REQUEST FORM

SANTA FE COUNTY
RESOLUTION 2024-088

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 Finance Division is requesting budget adjustments to departmental budgets to address year-end clean-up and eliminate an unnecessary transfer of resources from the general fund.	Recurring	Non-Recurring
2	Is this Budget Action for a Recurring or Non Recurring Expense(One-time)	X	X
3	Does this request impact a revenue source?	Yes X	No
A.	Is this a State Special Appropriation? If Yes, cite Statute and attach a copy	X	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 finding source in the line below.		X
PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW			
FUND	DEPARTMENT	ACTIVITY	ELEMENT
			CATEGORY / LINE ITEM
			AMOUNT
			BUDGETED (Prop. Items)

SFC CLERK RECORDED 7/11/2024

SANTA FE COUNTY
RESOLUTION 2024-088

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 9th Day of July, 2024.

Santa Fe Board of County Commissioners

Hank Hughes
Hank Hughes, Chairperson

ATTEST:
Katharine E. Clark
Katharine E. Clark, County Clerk



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
BCC RESOLUTIONS
PAGES: 15

I Hereby Certify That This Instrument Was Filed for Record On The 11TH Day Of July, 2024 at 08:22:23 AM And Was Duly Recorded as Instrument # 2037364 Of The Records Of Santa Fe County

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



**INTERGOVERNMENTAL
AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT, # 25 924 00144, is entered into by and between the **State of New Mexico Public Education Department (PED)**, hereinafter referred to as the "DEPARTMENT," and **Santa Fe County**, a public entity, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the DEPARTMENT is the agency; and

WHEREAS, the DEPARTMENT desires to engage and the CONTRACTOR is willing to provide certain portions of the DEPARTMENT'S program.

NOW THEREFORE, the DEPARTMENT and the CONTRACTOR in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

I. Period of Agreement.

This Agreement shall become effective when signed by both parties, retroactive to **May 1, 2024**, and shall terminate on **June 30, 2025**, unless terminated pursuant to Article VII, *infra*.

II. Statement of Work.

The CONTRACTOR shall provide the program of services as set forth in the scope of work which is attached hereto as "**EXHIBIT A – STATEMENT OF WORK**" and incorporated herein by reference, unless amended or terminated pursuant to Article VII, *infra*. In consideration for the provision of those services, the DEPARTMENT agrees to purchase and the CONTRACTOR agrees to perform the services identified in the Statement of Work.

III. Limitation of Cost.

The total amount of the monies payable to the CONTRACTOR under this Agreement shall not exceed **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00)**. The annual budget is attached hereto as "**EXHIBIT B – FINANCIAL INFORMATION SHEET**" and incorporated herein by reference.

IV. Payment.

The DEPARTMENT shall make monthly payments to the CONTRACTOR for services and costs specified in "**EXHIBIT B.**" The CONTRACTOR shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the DEPARTMENT. Invoices must include the agreement number for which services have been rendered, the PED purchase order number and should be mailed to **Breezy Gutierrez, Director, College and Career Readiness Bureau, NM Public Education Department, 300 Don Gaspar Ave, Santa Fe, NM 87501** or submitted via the Request for Payment form at <https://bit.ly/CCRB-payment>. The CONTRACTOR'S failure to submit such payment vouchers, invoices and supporting documentation within fifteen days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the DEPARTMENT.

V. Return of Funds.

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the CONTRACTOR to the DEPARTMENT.

VI. Appropriations.

Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature.

VII. Termination of Agreement.

The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

VIII. Funds Accountability.

The parties shall provide for strict accountability of all monies made subject to this Agreement. The CONTRACTOR shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred to the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will include all monies made subject to this Agreement in the annual audit and will provide the DEPARTMENT with a copy of the annual audit.

IX. Restriction on Payment for Employees

The CONTRACTOR shall be restricted and refrain from making payment directly to a PED employee or on a PED employee's behalf. This would include payment for purposes of lodging, per diem, or reimbursement of costs for attending trainings, events, or activities. In the event that payment is intended for a PED employee under this agreement, such payment may only be made to the PED directly to be processed internally in accordance with fiscal policies issued by the New Mexico Department of Finance and Administration.

X. Maintenance of Records.

The DEPARTMENT shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The CONTRACTOR shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three years.

XI. Requests for Records Under Inspection of Public Records Act.

CONTRACTOR may be subject to the Inspection of Public Records Act ("IPRA"), and is separately and independently responsible for complying with an IPRA request for records. CONTRACTOR must notify the DEPARTMENT when the CONTRACTOR has received an IPRA request for records relating to this agreement within forty-eight (48) hours of receipt of the request. CONTRACTOR must also provide the DEPARTMENT with a copy of any responsive records it intends to make available, along with notification of its intent to release such records, at least three (3) business days prior to their release. CONTRACTOR shall also provide all responsive records subject to IPRA to the DEPARTMENT promptly upon notice from the DEPARTMENT of the DEPARTMENT'S receipt of a related or relevant IPRA request. Provision of such records to the DEPARTMENT shall be done in a manner so as to permit the DEPARTMENT to comply with the IPRA request.

XII. Confidentiality.

Any confidential information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the DEPARTMENT or as required by a court of competent jurisdiction.

XIII. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

XIV. Assignment.

The CONTRACTOR shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the DEPARTMENT.

XV. Applicable Law.

This Agreement shall be governed by the laws of the United States and the State of New Mexico.

XVI. Status of Entity.

The CONTRACTOR affirms that it is a public agency exempt from the procurement code under NMSA 1978, § 13-1-98(A).

XVII. Acquisition of Property.

The parties agree that neither party shall acquire any property as the result of this Agreement.

XVIII. Liability.

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the

immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

XIX. Execution of Documents.

The DEPARTMENT and the CONTRACTOR agree to execute any document(s) necessary to implement the terms of this Agreement.

XX. Sub-Contracts.

The CONTRACTOR shall be ultimately responsible for all items enumerated in the Statement of Work (Exhibit A) of this Agreement.

The CONTRACTOR shall seek advance approval from the DEPARTMENT of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

The CONTRACTOR shall comply, and shall ensure that all sub-contractors comply, with all applicable procurement laws and regulations.

XXI. Equal Opportunity Compliance.

The CONTRACTOR agrees to abide by all federal and state laws and 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 of the State of New Mexico, the CONTRACTOR agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

XXII. Workers' Compensation.

The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the DEPARTMENT.

XXIII. Lobbying Certification.

The CONTRACTOR, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.



IN WITNESS WHEREOF, the DEPARTMENT and the CONTRACTOR have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

CONTRACTOR:

DEPARTMENT:

Contractor

Printed Title of Authorized Signatory

Arsenio Romero, PhD
Secretary of Public Education

Date: _____

Date: _____

Department's Legal Counsel -
Certifying Legal Sufficiency

Date: _____

EXHIBIT A - STATEMENT OF WORK

Scope of work:

The CONTRACTOR shall provide an internship program for students as part of, and as permitted through, the Department's Summer Enrichment program. The CONTRACTOR shall:

1. Strive to encourage at-risk students to participate in internship program using explicit engagement strategies.
2. Ensure that students participating in the internship program are able to arrive at their internships by providing access to transportation, including public transportation, as an in-kind contribution.
3. Place student participants into internship placements that reflect the state, regional and local economic data regarding specific, in-demand workforce opportunities.
4. Design internship placements so that students are exposed to high wage, high-skill, or in-demand careers, as determined by New Mexico Department of Workforce Solutions labor market information.
5. Have coordinators employed to oversee interns and ensure that coordinators undergo background checks if not currently an employee of a local public charter school or school district.
6. Ensure that no coordinator oversees over twenty (20) interns.
7. Ensure coordinators collaborate with local employers, such as government managers who request interns, and with local Workforce Connection Office staff to develop job descriptions for students.
8. Ensure each coordinator collaborates with staff from their local Workforce Connection Office to evaluate student applicants and determine appropriate placement of students.
9. Ensure each coordinator attends a statewide training to learn expected internship protocols and learning objectives.
10. Ensure each coordinator attends weekly statewide virtual meetings with other coordinators.
11. Ensure that both coordinators and student workers are covered by liability insurance.

12. Ensure that local labor laws reflected in the following website are adhered to:
<https://www.dws.state.nm.us/Child-Labor> and
https://www.dws.state.nm.us/Portals/0/DM/LaborRelations/Working_as_a_Teen.pdf
13. Ensure that students with the coordinator learn employability skills before they begin their internship placement.

**EXHIBIT B
FINANCIAL INFORMATION SHEET
(Please see table of awards)**

	Total
Summer Enrichment Internship Program	\$60,000.00
SUBTOTAL	\$60,000.00
TOTAL	\$60,000.00

Funding Source: State

	State
Fund:	68110/21160
Dept:	Z15179
Bud Ref:	92424
Class Code:	I5179

Prior to approval of a subcontract, please ensure that:

- (1) the person making the assurances that follow is authorized to make such assurances;
- (2) the contractor has verified that the subcontractor possesses the necessary credentials to qualify for payment of state funds that flow from the PED contract with the contractor including, as applicable, a vendor ID number, a W9 or Form 1099;
- (3) the contractor has verified that the subcontractor possesses a valid certificate or license authorizing the subcontractor to teach, administer or perform medical procedures, if the certification or licensure is required under NMSA Section 22, Article 10A;
- (4) the contractor accepts liability under NMSA 1978 Section 22-8-42 on behalf of the subcontractor for (1) any falsification of record, account or report filed pursuant to the Public School Finance Act; (2) the subcontractor's use of funds budgeted or appropriated for public school use for a purpose other than that provided in the appropriation or grant;
- (5) the contractor acknowledges that no subcontract requires direct payment from PED to the subcontractor;
- (6) the contractor requires the subcontractor to affirm that all materials developed or acquired under the subcontract become the property of the Public Education Department and nothing developed or produced, in whole or in part, by the subcontractor under the agreement with the contractor shall be the subject of an application for copyright or other claim of ownership by or on behalf of the subcontractor;
- (7) the contractor verifies that the subcontractor has no conflict of interest and complies with the Governmental Conduct Act,
- (8) the contractor verifies that the subcontractor abides by all federal and state laws, rules and executive orders of the Governor of the State of New Mexico pertaining to nondiscrimination and equal employment opportunity;
- (9) the contractor ensures that the subcontractor complies with all requirements of Contractor's agreement with PED including but not limited to requirements for worker's compensation coverage, and limitations on lobbying; and
- (10) the contractor ensures that the subcontractor complies with State of New Mexico's employee pay equity reporting requirements.

PRINTED NAME OF PERSON MAKING ASSURANCES: _____

Signature: _____

Date: _____

Approval of subcontract by PED does not exempt contractor from following and adhering to state procurement rules and regulations in securing contractual services of subcontractor.

ACTION REQUESTED:

The Finance Division requests approval of the budget adjustments to various department budgets to address year-end funding deficiencies and eliminating an unnecessary transfer of resources in the net reduction of \$818,266.

ATTACHMENTS:

Exhibit A - BCC Resolution BAR FY24 Year-End

Exhibit B - SEIP Santa Fe County partially executed IGA