

**SANTA FE COUNTY
RESOLUTION 2025- 029**

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

Whereas, the Board of County Commissioners meeting in regular session on March 11, 2025, did request the following budget adjustment:

Department / Division Community Services Fiscal Year: 2025 (July 1, 2024 - June 30, 2025)
 Budget Adjustment Type (drop down): Other

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
318	0739	371	26-02	State Grant / DFA-NCNMEDD	\$ 73,333	
318	7130	371	26-02	State Grant / DFA-NCNMEDD	20,000	
Total					\$ 93,333	\$ -

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
318	0739	435	50-03	Vista Grande Library - Contractual/Professional	\$ 73,333	
318	7130	435	50-15	La Cienega Library - Software License Maintenance	2,480	
318	7130	435	60-07	La Cienega Library - Operational Supplies	17,520	
Total					\$ 93,333	\$ -

Requesting Department Approval: Jennifer Romero Title: Community Services Deputy Direct Date: 02/25/25 Log # 57
 Capital/Grants Approval: [Signature] Date: 3/3/2025 Budget Administrator: [Signature] Date: 3/4/25
 Finance Dept Approval: [Signature] Date: 2/27/2025 Entered by: _____ Date: _____
 County Mgr Approval: [Signature] Date: 3/10/25 Updated by: _____ Date: _____

SFC CLERK RECORDED 03/14/2025

**SANTA FE COUNTY
RESOLUTION 2025-029**

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 Community Services Department received two Government Results and Opportunity Program (GROP) appropriations (24-ID092 and 24-ID094) for the Vista Grande and La Cienega public libraries for the provision of library materials and operating support.
 Appropriation 24-ID092 in the amount of \$53,333.33 is appropriated to provide funding for public libraries in Eldorado. This funding will be utilized by the Vista Grande library to cover personnel costs to maintain and operate full library services. This appropriation will expire June 30, 2026.
 Appropriation 24-ID094 is in the amount of \$40,000 is appropriated to provide materials and operating support for small or rural libraries in senate District thirty-

Is this Budget Action for a Recurring or Non Recurring Expense(one-time)	Recurring	Non-Recurring
		X

2

Does this request impact a revenue source?	Yes	No
	X	

3

A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy	X
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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. (24-ID094, 24-ID092)	X
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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
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D. Is a match required? If Yes, please identify funding source in the line below.	X
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PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW

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

SANTA FE COUNTY
RESOLUTION 2025- 029

NOW, THEREFORE, BE IT RESOLVED 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 11 Day of March, 2025.



ATTEST:

[Handwritten Signature]

Katharine E. Clark, County Clerk

Santa Fe Board of County Commissioners

[Handwritten Signature]

Camilla Bustamante, Chairperson



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
BCC RESOLUTIONS
PAGES: 11

I Hereby Certify That This Instrument Was Filed for Record On The 14TH Day Of March, 2025 at 11:50:45 AM and Was Duly Recorded as Instrument # 2054642 of The Records Of Santa Fe County

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

[Handwritten Signature]



644 Don Gaspar Santa Fe, New Mexico 87505 | 505.395.2668 | www.ncnmedd.com

MEMORANDUM OF AGREEMENT
 BY AND BETWEEN SANTA FE COUNTY (GRANTEE) AND
 THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT (NCNMEDD)
 FOR GOVERNMENT RESULTS AND OPPORTUNITY (GRO) APPROPRIATIONS

WHEREAS, the State of New Mexico appropriated funding to NCNMEDD on pages 258-261 of the General Appropriation Act of 2024, Section 9: Government Results and Opportunity Expendable Trust; Subsection D: Government Results and Opportunity Program Fund; Item 8: Department of Finance and Administration;

WHEREAS, NCNMEDD is a special district governmental entity within the State of New Mexico; and

WHEREAS, funding appropriated to NCNMEDD includes one or more appropriations to the Grantee, a local government within the State of New Mexico;

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between Grantee and NCNMEDD pursuant to the following terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to disburse one or more appropriations to Grantee, and for Grantee to expend said appropriation/s subject to the terms of this Agreement including Exhibit A: Scope of Work and Budget, as follows:

Appropriation Number	Project Title	Amount	State Agency	Reversion Date
24-ID092	To provide funding for public libraries in Eldorado	\$53,333.33	DFA/LGD	June 30, 2026
24-ID094*	To provide materials and operating support for small or rural libraries in senate District thirty-nine in Santa Fe	\$40,000.00	DFA/LGD	June 30, 2026

**Special condition: Per sponsor, appropriation is to be directed to small or rural libraries in Senate District 39: Vista Grande Public Library (Eldorado) and La Cienega Library (La Cienega Community Center). Funds are intended for expenditure in fiscal year 2025.*

B. TERM

This Agreement shall begin on the date approved by the Final Required Signatory and shall end

SFC CLERK RECORDED 03/14/2025

on **June 30, 2026.**

C. FUND DISBURSEMENT

1. NCNMEDD shall disburse appropriation/s through a reimbursement process.
2. Grantee shall submit all reimbursement requests to NCNMEDD through the online OAA-SYS platform. Supporting documentation, such as invoices, timesheets, etc. and proof of payment (i.e. cancelled check) shall be uploaded to OAA-SYS for all goods and services included in the reimbursement request.
3. Grantee may submit reimbursement requests monthly or quarterly. The latest date to submit a reimbursement request is July 5, 2026.
4. Reimbursement requests that are not consistent with Section A: Purpose, and more specifically Exhibit A: Scope of Work and Budget, will be rejected unless the Grantee has obtained advance approval from NCNMEDD. Some requests may require an amendment to this Agreement.
5. NCNMEDD shall track expenditures on a quarterly basis and expects Grantee to draw down at least 12.5% of the appropriation every quarter.

D. RESPONSIBILITIES OF THE PARTIES:

1. NCNMEDD shall:
 - a) Train Grantee on use of the OAA-SYS platform.
 - b) Complete and submit all requests for payment and the final report form to the NM Department of Finance and Administration, Local Government Division (LGD).
 - c) Process payments to Grantee within ten (10) business days of receipt of funds from LGD.
 - d) Maintain records for a period of three (3) years after the grant has been closed.
 - e) Oversee compliance with all applicable laws, regulations, and this Agreement and account for transactions so that they are in compliance with said laws, regulations, and this Agreement.
 - f) Safeguard grant funds and ensure proper accounting thereof in compliance with applicable laws, regulations, and this Agreement.
2. Grantee shall:
 - a) Use the appropriation funds to carry out and/or perform activities described in appropriation language.
 - b) Comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
 - c) Ensure that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

- d) Provide or arrange to provide information, as requested by NCNMEDD, for purposes and work described in this Agreement.
- e) Comply with all applicable laws, regulations, and grant agreement requirements in the performance of procurement responsibilities, subcontractor management, and project, grant, and financial management.
- g) Maintain records for a period of three (3) years after the grant has closed.
- h) Expend grant funds in compliance with all applicable laws, regulations, and this Agreement and appropriately account for transactions in compliance with said laws, regulations, and this Agreement.
- i) Safeguard goods and services acquired with grant funds and ensure proper accounting thereof in compliance with applicable laws, regulations, and this Agreement.
- j) Ensure at least one staff person is trained on OAA-SYS at all times.
- k) Provide performance metrics associated with appropriation/s in the OAA-SYS platform to demonstrate accountability for and impact of GRO funding.

E. LIMITATION OF LIABILITY; INDEMNIFICATION

This Agreement shall not create a general liability of the constituent members of NCNMEDD, or of the Grantee. To the extent permitted by law, Grantee will indemnify NCNMEDD from all actions, proceeding, claims, demands, costs, damages, and legal fees and expenses which may arise out of the performance of this Agreement, caused by any act or failure to act of the Grantee, its officers, employees, subcontractors or agents. In the event that any action, suit or proceeding related to the services performed by the Grantee or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Grantee, the Grantee shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify NCNMEDD by certified mail. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, *et seq.*), or to waive any immunities, limitations or required procedures thereunder.

F. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

G. CERTIFICATION

Grantee shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. Grantee is required to follow all State procurement regulations, the Government Conduct Act, and other state regulations, as well as NCNMEDD's reporting and drawdown requirements outlined in this Agreement.

H. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement by the State of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to Grantee. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by Grantee and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce appropriation amount/s, Grantee shall have the option to terminate the Agreement within thirty (30) days of receipt of the proposed amendment.

I. PENALTIES

The Procurement code, § 13-1-28 through § 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

J. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To Grantee/Authorized Representative

Gregory S. Shaffer, County Manager

PO Box 276

Santa Fe, New Mexico, 87504

gshaffer@santafecountynm.gov

505-986-6216

To Grantee/Project or Program Manager

Jennifer Romero, Community Services Deputy Director

PO Box 276

Santa Fe, New Mexico, 87504

jnromero@santafecountynm.gov

505-995-9526

To NCNMEDD:

Monica Abeita Executive Director

644 Don Gaspar

Santa Fe, NM 87505

monicaa@ncnmedd.com

505-395-2668

K. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, the parties acknowledge and agree to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

L. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

M. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of each party and NCNMEDD.

N. INSURANCE

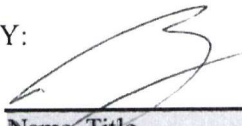
1. Grantee shall procure and maintain in force during the entire term of this Agreement, at its own expense, the following insurance coverage(s), naming the NCNMEDD as additional insured:
 - a) Workers Compensation (including accident and disease coverage and personal injury coverage) at the statutory limit.
 - b) Comprehensive Commercial general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Grantee has assumed under this Agreement). Limits shall not be less than the following:
 - Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - Property damage or combined single limit coverage: \$1,000,000.
 - c) Automobile liability (including non-owned automobile coverage): \$1,000,000.
2. In lieu of the limits specified in this section, Grantee may provide the coverages required in the limits required by statute applicable to Grantee's services hereunder, if any.
3. All insurance required by this Agreement shall be obtained from insurance companies duly licensed or authorized in New Mexico to issue insurance policies for the required limits and coverages.
4. Grantee shall deliver to NCNMEDD, certificates of insurance establishing that Grantee has obtained and is maintaining the policies, coverages, and endorsements (if any) required by this Agreement. Upon reasonable request by NCNMEDD or any other insured, Grantee shall also furnish other evidence of such required insurance, including

but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles.

5. Grantee's commercial general liability and automobile liability shall include and list as additional insureds NCNMEDD and its employees, agents, officials and constituent members; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Grantee shall obtain all necessary endorsements to effect these requirements.
6. Failure of NCNMEDD to demand such certificates or other evidence of Grantee's full compliance with these insurance requirements shall not be construed as a waiver of Grantee's obligation to obtain and maintain such insurance.
7. The insurance and insurance limits required herein shall not be deemed as a limitation on Grantee's liability under the indemnities or other provisions of this Agreement.
8. General provisions: The policies of insurance required by this Section shall:
 - a) contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to NCNMEDD. Within three days of receipt of any such written notice, Grantee shall provide a copy of the notice to NCNMEDD and each other insured under the policy;
 - b) remain in effect at least until final payment (and longer if expressly required in this Section); and
 - c) be appropriate for the services being performed and provide protection from claims that may arise out of or result from Grantee's performance of the services and Grantee's other obligations under this Agreement, whether it is to be performed by Grantee, any subgrantee, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

GRANTEE:

BY:



Name, Title Date
GREGORY S. SHAFFER 11/5/24

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: _____

Monica Abeita, Executive Director

Date

Exhibit A: Scope of Work and Budget

24-ID092	To provide funding for public libraries in Eldorado	\$53,333.33	DFA/LGD	June 30, 2026
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1. In the text box below, provide a brief **SCOPE OF WORK** for the appropriation language in Section A: Purpose. Describe how you will use the funding.

The funding will be allocated towards personnel to maintain and operate full services at the El Dorado Library.

2. In the text box below, provide up to three **PERFORMANCE MEASURES** you will use to monitor and track the impact of the proposed project or program. Examples of measures are number of people served, number of units provided, cost savings, etc.

Number of books borrowed
 Percentage of returned books
 Number of new library members
 Utilization rate of library resources

3. Fill out the table below to provide a **BUDGET** for the two-year period of the funding. The budget may not exceed the total appropriation amount. The budget does not need to be split evenly between the two years. Please add additional lines as needed.

Line Item	Year 1 Budget (Aug 2024-June 2025)	Year 2 Budget (July 2025-June 2026)	Description of Line Item
Personnel	\$53,333.33		
Benefits			
Professional Services			
Travel (GSA rates apply)			
Software			
Equipment/Supplies			
Operations (specify)			
Other (specify)			
Total	\$53,333.33		

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Exhibit B: Scope of Work and Budget

24-ID094*	To provide materials and operating support for small or rural libraries in senate District thirty-nine in Santa Fe	\$40,000.00	DFA/LGD	June 30, 2026
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1. In the text box below, provide a brief **SCOPE OF WORK** for the appropriation language in Section A: Purpose. Describe how you will use the funding.

The funding will be allocated towards personnel, acquiring reading and educational materials, as well as establishing storage and organizational infrastructure for the El Dorado and La Cienega Libraries. The resources to be procured include, but are not limited to, books, e-books, computer software, and broadband services. Additionally, the funding will also cover the cost of furniture, personnel, and operational expenses.

2. In the text box below, provide up to three **PERFORMANCE MEASURES** you will use to monitor and track the impact of the proposed project or program. Examples of measures are number of people served, number of units provided, cost savings, etc.

Number of books borrowed
 Percentage of returned books
 Number of new library members
 Utilization rate of library resources

3. Fill out the table below to provide a **BUDGET** for the two-year period of the funding. The budget may not exceed the total appropriation amount. The budget does not need to be split evenly between the two years. Please add additional lines as needed.

Line Item	Year 1 Budget (Aug 2024-June 2025)	Year 2 Budget (July 2025-June 2026)	Description of Line Item
Personnel	\$20,000		
Benefits			
Professional Services			
Travel (GSA rates apply)			
Software	\$2,480		
Equipment/Supplies	\$15,772		
Operations (specify)	\$1,748		
Other (specify)			
Total	\$40,000		