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**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2025-\_\_**

**INTRODUCED BY:**

Mayor Alan Webber

**A RESOLUTION**

**ACCEPTING A GRANT FROM THE QUE LINDA BEAUTIFICATION PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION; ENTERING INTO A GRANT AGREEMENT FOR A TOTAL AMOUNT OF \$95,000.00, TERM ENDING JUNE 30, 2025; IDENTIFYING THE CITY MANAGER OR CITY MANAGER’S DESIGNEE AS THE SIGNATORY FOR THE AGREEMENT.**

**WHEREAS**, the City of Santa Fe (“City”) and the New Mexico Department of Transportation (“NMDOT”) wish to enter a grant agreement (“Agreement”), in the total amount of \$95,000.00, term ending June 30, 2025, under the “Que Linda Beautification Program” (“Program”), attached and incorporated as Exhibit A, the purpose of which is to control and remove litter from the roads and highways in Santa Fe; and

**WHEREAS**, the NMDOT and City estimate the cost of the portion of the Program described in the “Scope of Work and Project Budget” described in Appendix A to the Agreement will be ninety-five thousand dollars (\$95,000); and

**WHEREAS**, costs that exceed the ninety-five thousand dollars (\$95,000) are not covered

1 in the Agreement; and

2           **WHEREAS**, the purpose of the Agreement is to partially fund “a permanent and  
3 continuous program to control and remove litter from the roads and highways of New Mexico to  
4 the maximum extent possible”; and

5           **WHEREAS**, Section 2 of the Agreement states that funds can be distributed only after the  
6 NMDOT has received the Agreement fully executed with a Resolution of Sponsorship.

7           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
8 **CITY OF SANTA FE** that the Agreement, for a total amount of \$95,000, and with a term ending  
9 June 30, 2025, included as Exhibit A, is hereby approved.

10           **BE IT FURTHER RESOLVED** that the City Manager or the City Manager’s designee is  
11 authorized to sign the agreement.

12           **BE IT FURTHER RESOLVED** that all allocated finds must be spent by June 30, 2025,  
13 and the City incorporates all the agreements, covenants, and understandings between the parties  
14 hereto concerning the subject matter hereof, and all such covenants, agreements and understandings  
15 have been merged into the written agreement.

16           **BE IT FURTHER RESOLVED** that the City is responsible for the Agreement; assumes  
17 the lead role in execution of the Agreement; agrees to the terms, conditions, and certification and  
18 reporting requirements of the Agreement; and assumes ownership, liability, and maintenance  
19 responsibilities for all amenities related to the completion of the work described in the Agreement.

20           PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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23 \_\_\_\_\_  
24 ALAN WEBBER, MAYOR  
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1 ATTEST:

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\_\_\_\_\_

4 ANDRÉA SALAZAR, CITY CLERK

5 APPROVED AS TO FORM:

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\_\_\_\_\_

8 ERIN K. McSHERRY, CITY ATTORNEY

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25 *Legislation/2025/Resolutions/NMDOT Que Linda Grant Agreement*

Contract Number: \_\_\_\_\_  
Vendor No.: \_\_\_\_\_  
Project No.: \_\_\_\_\_  
Control No: \_\_\_\_\_

## NEW MEXCIO DEPARTMENT OF TRANSPORTATION QUE LINDA BEAUTIFICATION PROGRAM GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation (Department) and City of Santa Fe (Grantee), collectively referred to as the “Parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

### RECITALS

**WHEREAS**, the purpose of the Que Linda Beautification Program (Program) is to accomplish litter control throughout New Mexico, under the authority delegated to the Department by the “Clean Highways Act,” NMSA 1978, Section 67-15-1 to -4 (Act) to conduct a permanent and continuous program to control and remove litter from the roads and highways of New Mexico to the maximum extent possible;

**WHEREAS**, the Department was appropriated funding through the General Appropriation Act, Laws 2024, Chapter 64, Section 11, for roadway beautification and litter control, of which a portion is being used for the purposes of carrying out the provisions of the Act; and

**WHEREAS**, the Act provides that the Department may enter into agreements and provide a Program for the purposes of carrying out the provisions of the Act.

### AGREEMENT

Now, therefore, the Parties agree as follows:

#### **1. Program Funding.**

- a. The Department hereby awards \$95,000 to partially fund the Budget (Appendix A) with the purpose of conducting a permanent and continuous program to control and remove litter from the roads and highways of New Mexico to the maximum extent possible.
- b. The Grantee is responsible for all costs that exceed Program funding.
- c. All allocated funds must be spent by June 30, 2025.
- d. All allocated funds are eligible to be reallocated pursuant to Section 20.
- e. The Grantee must repay Program funding to the Department if:
  1. The Program is cancelled or partially performed.
  2. A final audit conducted by the Department determines the following:
    - i. an overpayment,
    - ii. unexpended funds, or
    - iii. ineligible expenses.

## **2. The Department:**

- a. Shall distribute the funds, identified in Section 1(a), in a lump sum to the Grantee after:
  1. The Department has received this Agreement fully executed with a Resolution of Sponsorship (Appendix C).
- b. May perform Program monitoring that might consist of the following:
  1. Conduct a review of the Grantee's performance and administration of the Program funds identified in Section 1(a).
  2. Conduct a review of subcontracts for administration of the Program funds.

## **3. The Grantee Shall:**

- a. Perform and participate in the Program by accomplishing the following:
  1. Participating in 2 technical assistance meetings with the Que Linda Director for the development of a local beautification program plan;
  2. Creating and adopting a formal local beautification program plan;
  3. Hosting a minimum of 3 events in alignment with the 11 strategies of the Que Linda Program (Appendix B); and
  4. Completing a minimum of 2 contracts in alignment with the 11 strategies of the Que Linda Program (Appendix B).
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Adopt a written resolution of Program support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Appendix C.
- d. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
- e. Meet with the Department, as needed, or provide Program status reports within 30 days of request.
- f. Acknowledge that the Department reserves the right to unilaterally adjust, modify, or cancel any and all funding identified in Section 1(a) in order to ensure the expenditure of all funds.
- g. Agree and acknowledge Program funds shall not be used for purposes other than those outlined and specified in Appendix A.
- h. Comply with Department mandatory reporting requirements:
  1. The Grantee shall submit an annual report on the progress of activities during the funding period by June 15, 2025.
  2. The Grantee must participate in a minimum of 75% of the Que Linda statewide cohort meetings.
- i. Agree that Program funds must be expended on or before June 30, 2025.

## **4. Both Parties Agree:**

- a. The inability to properly complete and administer the Program may result in the Grantee being

denied future Program funding.

b. The Department will not pay for any expenses incurred prior to the Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the Program funding noted in Section 1(a).

#### **5. Term.**

This Agreement becomes effective upon signature of the Parties. The effective date is the date when the last party signed the Agreement on the signature page blow. This Agreement terminates at 11:59:59 p.m. on June 30, 2025, unless terminated earlier as provided under this Agreement.

#### **6. Termination.**

The Department may terminate this Agreement for any reason, by giving the Grantee 30 days written notice. On receipt of written notice from the Department, the Grantee shall suspend all Program activities unless otherwise directed by the Department in writing. The Parties acknowledge that termination will not nullify obligations incurred prior to the date of the written notice requiring termination. Neither Party has any obligations after termination, except as stated in Section 1(e) and 15.

#### **7. Notices.**

For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

To the Department:

Amy Whitfield, Special Director  
New Mexico Department of Transportation  
P.O. Box 1149  
Santa Fe, NM 87504-1149  
Phone: 505-309-1066  
Email: Amy.Whitfield@dot.nm.gov

To the Grantee:

Randy Randall, Interim City Manager  
200 Lincoln Ave  
Santa Fe, NM 87501  
Phone: 505-955-6848  
Email: rrandall@santafenm.gov

#### **8. Third Party Beneficiary.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

#### **9. New Mexico Tort Claims Act.**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a

result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 to -27.

**10. Scope of Agreement.**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other Agreements, whether written or oral, between the parties, except that this Agreement does not supersede the Grantee's rights under any other grant Agreement.

**11. Terms of this Agreement.**

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

**12. Legal Compliance.**

The Grantee shall comply with all applicable federal, state, and local laws, regulations and Department policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Grantee shall include the requirements of this Section 12 in each contract and subcontract at all tiers.

**13. Equal Opportunity Compliance.**

The Parties agree to abide by all federal and state laws and rules and regulations, and executive orders, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

**14. Appropriations and Authorizations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Grantee, and the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Grantee and the Legislature, this Agreement will terminate upon written notice being given by one Party to the other. The Department and Grantee are expressly not committed to expenditure of any funds until such time as they are budgeted, encumbered, and approved for expenditure.

**15. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Grantee shall maintain all records and documents relating to the Program for a minimum of 5 years after completion. The Grantee shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Program, the Grantee shall reimburse that portion to the Department within thirty (30)

days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

**16. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**18. Amendment.**

This Agreement may be amended by an instrument in writing executed by the Parties.

**19. Reallocation of Funding.**

The Grantee may request reallocation of the Program Funds from any Budget (Appendix A) item to other identified Budget items. The Grantee must submit a written request with the proposed Budget detailing the reallocation amount and the identified Budget item(s) and costs of which funds are being reallocated. The Grantee shall be allowed to reallocate pursuant to the written request upon receipt of approval from the Department and executed Amendment by the Parties pursuant to Section 18.

**The remainder of this page is intentionally left blank.**

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cabinet Secretary or Designee

Approved as to form and legal sufficiency.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of General Counsel

**City of Santa Fe**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Randy Randall, Interim City Manager

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Andréa Salazar, City Clerk

Approved as to form and legal sufficiency.

By: Kevin L. Nault Date: Dec 18, 2024  
Kevin L. Nault (Dec 18, 2024 16:34 MST)

Kevin Nault, Assistant City Attorney  
Finance Department:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Emily Oster, Finance Director

**Appendix A: Scope of Work and Project Budget**

**Scope of Work.** The Grantee shall complete and oversee the following activities.

**Activities.** The Grantee shall complete and oversee the following Que Linda Grant related activities in support of the Program, as situated in the City of Santa Fe’s Public Works Department, Parks and Open Space Division and under the oversight and in coordination with Department consultation. The Grantee is responsible for:

- a. Contract organization to create curriculum for anti-litter campaign ;
- b. Contract with local graphic firm to create promotional materials for anti-litter campaign;
- c. Partner with local nonprofit to host cleanup events ;
- d. Purchase and create platform for tracking and organizing volunteer cleanup events, and the reporting illegal trash dumping;
- e. Fund local median beautification projects.

**Project Budget 1**

Phase 1 - Development			
	Federal Share	Grantee Match	Total
Task 1: Create Local Beautification Plan	\$	\$	\$
Anti-Litter Education Campaign	Federal Share	Grantee Match	Total
Curriculum creation	\$	\$	\$10,000.00
Illustrate booklet	\$	\$	\$10,000.00
Printing and Marketing Supplies			\$5,000.00
Outreach Supplies			\$10,000.00
Task 2: Reporting Illegal Trash Dumping			
Purchase and Design software			\$10,000.00
Task 3: Partnering with local non-profits for cleanup events			

Supplies			\$5,000.00
Contract with non-profit			\$10,000.00
Task 4			
Fund local median beautification project			\$15,000.00
Task 5			
Supplement two existing employees' Salary to take on Program Coordinator duties or contract			\$20,000.00
<b>Total</b>			<b>\$95,000.00</b>

## 11 Strategies of Que Linda Statewide Beautification

### **Student Service Learning:**

Leveraging local high school students provide three benefits: 1) creates a very affordable resource to help keep communities clean; 2) provides high school students with opportunities to engage in community service; 3) creates local ambassadors that spread anti-litter messaging.

Local high schools must incorporate service-learning requirements in certain courses. The requirements shall require a certain number of community service hours which can be met through participation in trash pickup and graffiti removal/prevention programs.

### **Litter Abatement Alternatives to Penalty Fines:**

This program would serve as a resource for municipal and county court systems. For various reasons, residents are assessed penalties or court fees associated with a crime. In many instances, individuals cannot afford to pay the cost. As an alternative, the individual could be assigned to a local trash pickup and graffiti removal/prevention program.

### **Use of Corrections Contractors:**

The New Mexico Corrections Department offers litter pickup, general landscaping and graffiti clean-up services. Cost for services range but are highly competitive. LBPs can leverage services for contract maintenance of their property.

### **County Inmate Litter Abatement Program:**

Utilizing incarcerated individuals for trash pickup is a long-standing practice. Oftentimes county-run facilities are discouraged to establish this program because inmates are incarcerated for short periods. Nonetheless, an established program could put short-term inmates to work immediately. The County correctional facility would establish the program that utilizes inmates to perform trash pickup services. This program would provide the service to the LBP.

### **Elementary Anti-Litter Education Campaign:**

The State of NM is rolling out a new anti-litter campaign. It can provide media to local elementary schools that incorporate anti-litter activities into their curriculum. Activities could include coloring contests, recording radio ads, writing letters to newspapers, campus clean up days, recycling programs, etc.

This program is integral to building ambassadors among the youth in the community who will have a positive influence within their families.

**Business Corridor Adoption Program:**

Engaging businesses in an effort to keep cities clean is longstanding. Typically businesses would adopt a corridor and become responsible for its upkeep. In this program, the business would simply provide a financial sponsorship. The sponsorship would go to the LBP who would utilize the resources for contract maintenance.

**Reporting Illegal Trash Dumping Hotline:**

Illegal dumping is a major issue in several communities. It's typically driven by limited options for legal dumping. When residents dump illegally, or lose trash because of an unsecured load, the trash often includes personal identifiable information. Local law enforcement agencies shall establish a hotline or online portal where this information could be anonymously obtained. Penalties for violators would need to be established in ordinance.

**Secure Loads Establishment and Enforcement:**

Unsecure loads is a major cause of messy roadways. Local governments must put an ordinance in place that establishes a penalty for driving with an unsecured load. In addition to this penalty, trash collection centers must impose a fee when a resident arrives with an unsecured load.

**Establish Free Weekend Events at Collection Centers:**

Affordability may be an issue for some residents. If trash authorities were to provide "Free Weekends" once a month, it would encourage residents to dump legally.

**Neighbor Rates at Collection Centers:**

Some communities and counties do not have adequate access to a collection center, therefore, an established "Neighbor Rate" at the closest facility will encourage residents to dump trash legally.

**Community Trash Pick-up Events:**

Some residents, for various reasons, are unable to take trash to a collection center on their own. This program would identify weekends, throughout the year, when trash authorities, together with volunteers, would pick up trash and deliver it to a collection center. Residents would need to sign up for this service and provide a justification.