



AGENDA

SPECIAL MEETING OF
THE GOVERNING BODY
SEPTEMBER 17, 2020
5:00 PM
ATTEND VIRTUALLY

AMENDED AGENDA

SPECIAL PROCEDURES FOR SPECIAL GOVERNING BODY MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Special Governing Body meeting will be conducted virtually.

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. Staff is available to help members of the public access pre-recorded Governing Body meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Agenda: The agenda for the meeting will be posted at <https://www.santafenm.gov>.

Written Comments: The public may submit written comments on any of the legislative items to be considered on the *Discussion Agenda* through 1:00 p.m. the day of the meeting, via the virtual comment "button" at santafe.primegov.com/portal/search.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **DISCUSSION/ACTION ITEMS**

AGENDA

SPECIAL MEETING OF
THE GOVERNING BODY
SEPTEMBER 17, 2020
5:00 PM
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- a. Request for Approval of CARES Act Funding Award Letter and Certification. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)
 1. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of \$17,580,958
- b. Request for Approval of an MOU between the City of Santa Fe and Santa Fe County Establishing a Partnership that will Promote Activities and Programming Related to Community Development and to Provide Coronavirus Aid Relief Funds to Reimburse Costs for Small Businesses Expenses Due to COVID-19. (Rich Brown, Director, Office of Economic Development, rdbrown@santafenm.gov, 955-6625)
- c. Request for Approval of FAA Grant No. 3-35-0037-052-2020 at the Santa Fe Regional Airport in Santa Fe, NM in the Amount of \$1,875,000 for Airport Development - Reconstruct Taxiway G-Phase I, Supplemental 2018. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901) **(Rescheduled to be Heard at the September 15, 2020 Emergency Governing Body Meeting)**
- d. Request for Approval of FAA Grant No. 3-35-0037-053-2020 at the Santa Fe Regional Airport in Santa Fe, NM in the Amount of \$783,680 for Airport Development - to Complete Taxiway G Project. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)

5. ADJOURN

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

City of Santa Fe, New Mexico

memo

Date: September 15, 2020

To: Governing Body – September 17, 2020

From: Jarel LaPan Hill, City Manager 

Re: Request acceptance of CARES Act funding and proposed uses of funds

ACTION REQUESTED:

The purpose of this memo is to provide background on the City's application for CARES Act funding; to identify the criteria that define the uses to which the money may be put; to describe the other significant conditions that govern the expenditure of the money; and to identify the proposed uses for the money. Two items require Governing Body approval:

- Acceptance of the CARES Act funds from the State of New Mexico and the conditions governing its use
- Budget Adjustment Request (BAR) in the amount of \$ 17,580,958

BACKGROUND:

On July 30, 2020, the New Mexico Department of Financial Administration (DFA) notified the Mayor that the State was accepting applications for federal CARES funds with an application deadline of August 7, 2020. Eligible expenses must be incurred from March 1, 2020 through December 31, 2020. For the State's allocation of CARES Act funds to local governments, ineligible expenses include expenses that had been or would be reimbursed under other federal programs such as FEMA and other CARES Act awards.

The State provided the guidelines for eligible expenses (exhibit 1) and the application questionnaire (exhibit 2) at that time. Eligible expenses were identified in six broad categories of medical, public health, payroll, actions to facilitate compliance with public health measures, economic support, and other allowable expenses. The State's allocation of CARES Act funding to local governments was \$150 million to be divided among applicants, with \$100 million available for coronavirus relief and \$50 million available for Small Business Continuity grants.

The application submitted to the State (Exhibit 3) on August 7, 2020 requested \$25,115,654. The State's application process did not require a list of proposed projects; questions on the application focused on the City's response to Covid-19 and the speed and strength of measures taken to address the virus and to prevent its spread. On August 31, 2020 the State announced the awards (Exhibit 4) and the City of Santa Fe was awarded \$17,580,958. These funds will be provided on a reimbursement basis per the award letter (Exhibit 5).

ITEM and ISSUE:

The City will seek reimbursement totaling \$5 million in COVID-related costs starting on March 1st including paid Covid-19 leave that the City provided to employees, PPE the City provided for City employees, and other COVID-19 related expenses associated with standing up the Emergency Shelter at Midtown, rental assistance provided through the CONNECT program, and the Santa Fe Promise campaign. The City will submit documentation and DFA will review the expenditures in accordance with the guidelines set forth within the Coronavirus Relief Fund Guidance issued by DFA. The estimated turnaround time for reimbursement is a few weeks.

The proposed list of projects for September through December totals \$12,580,958 (Exhibit 6). Initial proposals were evaluated based on how closely they adhere to the CARES grant guidelines, how feasible they are to execute given the December 31, 2020 deadline, and how well they address and respond to demonstrated community needs, both in reducing the incidence and spread of COVID (e.g. public awareness campaign, public safety response, housing the homeless and housing insecure, and offering those who have tested positive the ability to isolate) and in addressing the secondary economic impacts of the virus (CONNECT, relief funds, support for school-aged children).

This proposed list of projects and levels of expenditures may be adjusted as DFA determines the eligibility of certain expenses and as deployment progresses to ensure maximum utilization of the CARES funds for the benefit of the people of Santa Fe. The City Attorney's Office has worked closely with the team of department heads to assess eligibility requirements and to seek clarification from DFA. In accordance with statutes and policies, contracts and agreements using CARES grant funds with value greater than \$200,000 will be brought to the Governing Body for consideration. The City may have to rely on emergency procurements to quickly process contracts that provide goods or services necessary to respond to the ongoing COVID pandemic. The State procurement code allows emergency procurement needed to "plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event."

Deployment Strategy. The City of Santa Fe government deployed a swift, broad-reaching and effective response to the COVID health emergency starting in March 2020 and will continue to deploy services and funds rapidly and effectively to support the people, businesses and organizations in Santa Fe during this pandemic. To ensure rapid and compliant deployment of these funds, the City will leverage existing contracts, partners and networks; hire support staff in Finance and other departments to expedite processing and ensure compliance; and begin work on these initiatives immediately. Note that the grant allows 5% of funds to be used to meet administrative costs.

Operational Responses to COVID. When the first COVID Emergency Health Order directed people to stay at home in March 2020, the City quickly pivoted to telecommuting. This transition required the City to develop new ways of doing business virtually through online portals and interfaces in order to continue to be responsive to constituent needs and to provide essential services. Most notably, a virtual Land Use Permitting process was implemented with the goal of keeping the construction industry working, recognizing that it was allowed in the Governor's order as an essential business and is critical to the Santa Fe's economy and jobs.

Funds from this CARES grant will be used to hire contractors to optimize those services already implemented on-line, move more services on-line and provide critical equipment and training to further improve employee productivity. The City's website will receive investments to increase functionality and accessibility for the public. The City will also invest in increasing COVID safety in City facilities that the public and employees access, using guidance from OSHA, ASHTO and the State of New Mexico.

Project Development. Senior Staff was directed to reach out to community partners and to work with their internal teams to generate proposals that would meet the eligibility guidelines and the following criteria: 1) COVID-related expenditures from FY20; 2) COVID-related safety needs going forward; 3) investments to bolster internal capacity to serve the public during the pandemic; and 4) projects and programs that would offer direct relief to people and organizations in Santa Fe affected by the pandemic. Some examples of specific outreach activities and resulting projects are described below.

Arts and Culture. The Arts and Culture Department has hosted bi-monthly arts and culture stakeholder meetings since mid-March (now meeting every 3 weeks) called “All Together Santa Fe Arts and Culture.” From these conversations, staff formulated ways that artists could be part of the solution during COVID including: collaboration and creation of youth distance learning modules; professional development for artists to adapt their skill sets to thrive in the digital economy; creative approaches to encourage COVID safe practices (CSPs) through artist-created culturally competent materials. Also identified was a project to build CSPs into the City’s Community Gallery for an anticipated reopening in 2021.

Tourism. Tourism staff developed proposals for programs to support COVID-safe tourism in Santa Fe. Proposals were then reviewed with representative hotel general managers in a weekly zoom meeting to gain both their input and agreement with the proposed direction to sustain and rebuild the economy.

Housing and Human Services. The City’s immediate response to helping Santa Fe’s low income, immigrant and homeless populations during the pandemic included opening the Midtown Emergency Shelter and deploying emergency funds authorized by the Governing Body into the City/County CONNECT network. Partners in the network include Santa Fe County-City CONNECT network, the Santa Fe Prevention Alliance, Somos un Pueblo Unido, Santa Fe Public Schools, and youth-serving organizations in the Children Youth Commission network. Partners came together for regular meetings to build a framework for continuing this work throughout the duration of the pandemic and beyond.

Additional input was gathered via meetings of the Community Development Commission who approved the use of HUD funds for supporting the Midtown Shelter and discussed proposed uses of the State CARES Act funds. There is community-wide support to continue housing people currently at Midtown Shelter and in hotels. These measures have been identified as critical in reducing the spread of COVID and preserving emergency response and hospital capacity during the pandemic.

Staff proposes using CARES Act funds to support the purchase of an extended stay hotel property to be owned and operated by the Housing Trust. This will provide 123 efficiency apartments with at least 30% (37) of the units reserved as permanent supportive housing for those transitioning out of chronic homelessness. The remainder of the units will be traditional affordable units for residents at or below 60% of the Area Median Income (AMI). This project is key to securing permanently supportive housing for people who are homeless or precariously housed during the pandemic.

Educational Needs. Educators, parents and students have been challenged with new ways of learning and behavioral health issues resulting from social isolation during the pandemic and this plan proposes creative services and solutions. Services to address these community challenges include engagement of school-aged children of essential workers, virtual tutors for both navigation and course study, and recreational outreach into neighborhoods using a mobile recreation unit.

Public Information. The Santa Fe Promise was created as a thematic and Santa Fe-branded way to encourage COVID-safe practices throughout our city. The SF Promise team estimated the costs to create an infrastructure for wider communication dissemination of materials and information. Elements of program expansion included mini-grants to community partners and hiring a marketing lead to coordinate efforts in

specific communities. The Constituent Services Department also identified projects to enhance the City's website to provide timely and critically important information and access to resources.

Exhibit 1
State of New Mexico CARES Funds – Eligible Expenditures
Provided July 30, 2020

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

Exhibit 1
State of New Mexico CARES Funds – Eligible Expenditures
Provided July 30, 2020

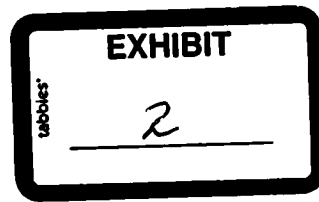
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Government Care Grant Funding Application



Required Documents-

Completed W9 Form (if not already on file with the DFA)

Voided check OR Letter from financial institution verifying account/routing numbers (if account information is not already set up with the Department of Finance & Administration)

Small Business Continuity Grant Program Proposal

Completed application form (submitted online)

Application Questions

1. Please provide a detailed statement as to how your government business was affected by the COVID-19 pandemic. Please identify how the New Mexico public health order and any other federal, or local mandates (if any) have impacted your local government operations and economy. (A simple statement that revenues declined is not sufficient. Federal funds cannot be used to backfill revenue shortfalls.)
2. Was your local government office(s) closed to the public completely for a period of time?
3. Please indicate dates or any additional information relevant to the closure or non-closure.
4. Please provide a detailed description of how your government entity has attempted to mitigate the spread of COVID-19 within your community and any enforcement measures taken that may increase the cost of the local government's response.
5. Provide a statement on how your entity demonstrated enforcement efforts, include history of enforcement, include - call volume and citations during the Pandemic.
6. Provide a statement on how your entity demonstrated compliance with Public Health Orders.
7. Provide a statement on what the impact on your community has been either because of complete closure or decline business operations.
8. List what preventative policies and practices are in place to assist in mitigating the pandemic.
9. What are your contingency plans/guidelines for mass exposure (i.e., sheltering, displacement, homeless population)?
10. Public Health & Safety – Did you provide personnel and other Covid-19 related expenses for senior programs, corrections, police or fire/EMT?
11. Provide a statement on your efforts to mitigate spread (PPE, sanitizing, social distancing, media) specifically for your government entity and the community
12. Provide a statement on your intentions to use funding for housing or rental assistance. How will it be used, how will it be distributed? Do you have staff to administer this program?
13. Approximately, how much revenue has been lost in Gross Receipts Tax for your community during the pandemic? (please provide dollar amount)
14. Has your government entity requested FEMA relief funds? If so, please provide the amount requested. Also, documentation may be requested proving your entity requested these funds. (please provide dollar amount)
15. Amount of funds you are requesting for Covid-19 related expenses. (please indicate dollar amount)

Please provide a detailed statement as to how your government business was affected by the COVID-19 pandemic. Please identify how the New Mexico public health order and any other federal, or local mandates (if any) have impacted your local government operations and economy. (A simple statement that revenues declined is not sufficient. Federal funds cannot be used to backfill revenue shortfalls.)

The City of Santa Fe's operations and services have been completely reorganized to maximize employee and public safety, respond to emergency orders and provide community safety nets. Emergency Orders issued by the City in response to the pandemic included a directive to the City Manager to "reduce or eliminate in-person provision of City services wherever possible and direct city employees, as applicable, to perform emergency functions."

Mayor Webber ordered the cessation of parking enforcement and deferred payment of parking citations. The City closed the parking office and eliminated the need for staff to collect coins, enforce parking rules or repair parking equipment. The City closed libraries, recreation centers, the community art gallery and convention center and redirected most services to phone and e-services. City Hall and most City offices were closed. The City provided essential services by appointment only where absolutely necessary.

The impact on the Santa Fe economy has been severe and far-reaching. Hotel/motel occupancy rates in Santa Fe decreased by 45% from March 2019 to March 2020, by 76% from April 2019 to April 2020, by 68% from May 2019 to May 2020 and by 51% from June 2019 to June 2020. Revenue per available room in Santa Fe hotels/motels decreased by 49% from March 2019 to March 2020, by 87% from April 2019 to April 2020, by 82% from May 2019 to May 2020 and by 65% from June 2019 to June 2020.

Annual events such as the Indian Market, Spanish Market, Folk Art Market and Opera are canceled. Preliminary data show that between March 1 and July 10, 2020 88 businesses closed—45 permanently. According to data from the federal government, 2,941 Santa Fe City and County businesses and nonprofits applied and received Paycheck Protection Program (PPP) funding. That translates into approximately 28% of Santa Fe businesses that showed a need for financial support due to the coronavirus.

The economic impact on residents has been severe: Initial unemployment claims rose to over 1,800 for the week ending March 21st and peaked at close to 2,700 at the end of March. Since the middle of March 2020, Initial Unemployment Claims for Santa Fe County total over 17,000. Initial Unemployment Claims continue to fluctuate with recent weeks again showing an increase. Santa Fe County's unemployment rate for April was 12.5%, May was 9.4%, and June was 9.5%. Santa Fe's workforce has also declined by nearly 6,000 individuals from last year.

The City has suffered a decrease in taxable gross receipts. Taxable Gross Receipts in Santa Fe fell by over \$150 million from January to May 2020 when compared to the same period in 2019. From May 2019 to May 2020 here are the decreases: Retail Trade down by 18% (\$14.9 million); Accommodation and Food Services sector down by 64% (\$30.0 million); Other Services down by 23% (\$6.4 million); Health Care and Social Assistance down by 31% (\$5.3 million); Real Estate and Rental and Leasing down by 40% (\$3.7 million); Arts, Entertainment, and Recreation down by 65%

(\$3.1 million).

2. Was your local government office(s) closed to the public completely for a period of time?

Yes.

3. Please indicate dates or any additional information relevant to the closure or non-closure.

Mayor Webber proclaimed an emergency under the City's Emergency Declaration Ordinance on March 13, 2020. The City's Governing Body extended the proclamation during an emergency meeting called on March 16, 2020. Mayor Webber issued a second proclamation on March 23 with additional orders, which the Governing Body extended on March 25. Pursuant to an updated Emergency Declaration Ordinance, allowing a proclamations to last up to 60 days during a pandemic, Mayor Webber issued subsequent proclamations on May 25, 2020 and July 27, 2020 which were each extended for sixty days on May 27, 2020 and July 29, 2020.

4. Please provide a detailed description of how your government entity has attempted to mitigate the spread of COVID-19 within your community and any enforcement measures taken that may increase the cost of the local government's response.

The City of Santa Fe has taken a proactive and multi-pronged approach to mitigate the spread of COVID-19. This includes issuing orders pursuant to its Emergency Declaration Ordinance, which allow for criminal enforcement of the limitations described below, undertaking a widespread public information campaign, convening community partners and supporting their mitigation efforts. The following is a summary of the actions taken by the City:

Local Limitations on Gatherings. The Order issued pursuant to Proclamation I on March 13th prohibited gatherings of greater than 100 people, allowing enforcement of this prohibition under City ordinance in addition to the State Order. Subsequent Orders limited gatherings in-line with the State's Orders, and local restrictions currently prohibit gatherings of five or more persons.

Local Limitations on Grocery Stores and Supermarkets. After a series of online conversations with local grocery store and supermarket managers, Mayor Webber issued Additional Emergency Orders regarding their operations on April 6, 2020, pursuant to Proclamation II. Those Additional Emergency Orders remain in place. They require grocery stores to implement several safety measures including: access to handwashing facilities; disinfection of carts and baskets and providing customers access to disinfecting wipes and sanitizers at store entries and high touch areas; discontinuation of all self-service salad bars, self-service food stations, including bulk food stations, and product sampling or sampling stands; designated employees to ensure stores follow the CDC cleaning guidelines and implement procedures to ensure that customers and employees remain six feet apart, including "social distance" lines that begin six feet from checkout counters; metering the

admission of customers to 30% of a facilities listed fire capacity; providing exclusive hours for self-identified high-risk populations and limiting entrances during those hours to 25% of maximum occupancy levels.

Local Restriction on Evictions. Beginning with his orders issued pursuant to Proclamation II, Mayor Webber ordered landlords to cease evictions if a tenant could not pay rent due to COVID-19, including loss of employment during COVID-19. This order remains in place.

Local Requirement for Facial Coverings. Pursuant to Proclamation III, Mayor Webber issued a requirement that all persons in Santa Fe wear a facial covering other than when eating, drinking or exercising. He later updated the order to reflect the Governor's, only exempting eating, drinking and swimming.

Ordinance Regarding Facial Coverings. Subsequent to the Mayor's Order regarding facial coverings, the City Council adopted an ordinance requiring facial coverings, with additional details. That ordinance went into effect on June 10, 2020. The ordinance establishes a written warning for a first offence and up to a \$50 fine for additional offenses.

Enforcement

The City of Santa Fe's Emergency Declaration Ordinance allows for criminal enforcement of Orders issued pursuant to proclamations of emergency. A first violation is a petty misdemeanor. A second or subsequent offense is a fourth-degree felony and would be referred to the district attorney's office for prosecution. The orders described above were issued with contemplated enforcement under the Emergency Declaration Ordinance.

Public Outreach

The City has used a variety of tools to distribute information about the orders to residents including: The City website www.santafenm.gov , social media <https://www.facebook.com/SantaFeGov> and @SantaFeGov, the Mayor Webber's social media <https://www.facebook.com/MayorAlanWebber> and @MayorWebber, as well as resident email distribution lists, media distribution lists, and Councilor Newsletters (District 1, 2, 3, 4).

Working closely with the business community, particularly hospitality and restaurant businesses, the City has posted 100 signs in the higher traffic tourist districts, reminding visitors and residents to wear face coverings. Over 40,000 City-supplied, free face masks have been distributed through the Visitor Center, hotels, restaurants and retail businesses.

Community-Based Partnerships

The City has continued to safely shelter growing numbers of people experiencing homelessness in Santa Fe via partnerships with St. Elizabeth and Interfaith shelters, as well as the Life Link and the Coalition to End Homelessness. The City convenes weekly meetings on coordination of need, and has funded these agencies through our Connect program, offering shelter in a local hotel and support with two meals delivered daily from Youthworks. This serves 44-50 people per month in a hotel.

In late February, to decrease community spread the City began working with our local homeless shelters to ensure guests would be screened for COVID-19 and to reduce the nightly census in the shelters. We partnered with La Familia Medical Center's Health Care for the Homeless; La Familia staff began training shelter staff to screen for the virus nightly. When a potential guest screened positive for needing a test, we initiated a protocol to transport the person to CHRISTUS for testing, then isolating him or her in a City Fire Station. We also worked to secure hotel rooms to isolate homeless people (and others) in need of testing, awaiting results, or those who had tested positive. When it became clear that hotels were not prepared to partner with us for this purpose, we quickly stood up our Emergency COVID shelter at the Midtown property.

Emergency Transit. The City configured City Transit buses to provide emergency transportation for people needing testing, shelter and isolation to preserve emergency ambulance capacity for critical medical response.

Midtown Shelter. The Midtown shelter is an important City response to the virus by: 1) allowing existing homeless shelters to reduce their census by 75% 2) giving regional hospitals a place to discharge COVID positive patients who were either homeless or who should not return home to avoid infecting others 3) sheltering Native Americans who did not meet criteria for Buffalo Thunder Alternate Care Facility 4) sheltering and isolating people released from detention centers and 5) providing Santa Fe Recovery with a safe place for their housing-insecure clients to shelter until they could enter treatment.

Eight Community Services staff from the Libraries and Youth and Family Services Divisions were reassigned to staff the shelter. To support guest health and wellbeing, we partnered with La Familia for medical support, the County and its contracted Behavioral Health Crisis team from NM Solutions, Santa Fe Recovery Center for guests with Substance Use Disorder and NM Coalition to End Homelessness to coordinate placements at Midtown.

Since opening, the Midtown Shelter has served 150 people for over 1,200 person nights. This operation has prevented Covid-19 from decimating those experiencing homelessness and spreading from them to the rest of the city's residents.

Outreach to Homeless Encampments. The Fire Department/EMS has begun outreach to homeless

encampments, providing masks, hygiene supplies, food and water and connecting people to services via referrals. The goals are to ensure public safety, connect people to housing and social services and get a more accurate count of how many people are experiencing homelessness in Santa Fe.

Partnership with Santa Fe County

The City and County have partnered successfully in several initiatives to mitigate the spread of COVID-19 and to provide direct relief to residents of the city.

Connect Program. Connect is a joint County-City funded network of navigators at clinics, community organizations, and City and County programs. Navigators are community health workers, volunteers or social workers who link people to services and resources. Agencies in the network are connected through a shared technology platform enabling navigators to send and receive secure electronic referrals, address residents' social needs and improve individual and community health. Everyone who enters the Connect platform is screened for non-medical needs such as secure housing, utilities, reliable transportation, nutritious food and safe physical and social environments. The shared software platform allows us to track numbers served, referrals made and service type. As of last year, the network had over 100 navigators in 50 programs funded by the City and County.

The City Council approved emergency funds to offset impacts from the global pandemic in April 2020, a portion of which were dedicated to the Connect program. The web-based platform was enhanced to include a public-facing, bilingual web portal enabling residents affected by COVID to seek help. From May through July 2020, a total of 703 individuals received assistance from a City navigator. Of these, 478 were served during the pandemic, indicating an ongoing and rising need for assistance.

Contact Tracing. The City's Community Services Department Director and four librarians from the Santa Fe Public Library have devoted more than 160 hours to training in contact tracing with the County in preparation to join the State's efforts, pending MOA approval.

Emergency Management Response

Emergency Management has distributed over 115,000 cotton face coverings to City staff, constituents and tourists to ensure compliance with the State Public Health Orders. We have received and are in the process of distributing medical and safety equipment to local healthcare providers that are unable to obtain items through their regular supply chains due to shortages.

Arts and Culture Response

Culture Connects Coalition is a fund to support arts and culture in all their expressions for the benefit

of our community. As an initial response to the COVID-19 pandemic the Arts and Culture Department partnered with the Lannan Foundation to form the Artist Relief Fund to help those artists most severely affected.

Artists in all fields were encouraged to apply. Priority funding has gone to requests from Black/Indigenous/People of Color, transgender and nonbinary and/or artists with disabilities; all requests will be funded as long as the City has funds. Two rounds of funding have resulted in:

- 69 artists each awarded relief funds of \$500
- 82% self-identified as Black, Indigenous, Or Person of Color
- 42% elected to remain anonymous

The third and final round of applications opened on August 5, 2020. We anticipate funding another 30+ artists, distributing \$50,000 in total.

5. Provide a statement on how your entity demonstrated enforcement efforts, include history of enforcement, include - call volume and citations during the Pandemic.

Both the City's Fire Department and Police Department actively engage in outreach and enforcement of the City's orders during the pandemic.

EMT/Fire Response. The Fire Department uses a Records Management System (RMS) which tracks cursory information for every interaction between fire personnel and a resident. Each incident with a known or possible COVID patient is reported via the National Fire Incident Reporting System (NFIRS) "Special Study" for national COVID reporting purposes. This dataset (begun on March 31, 2020) indicates that the Fire Department has attended to 190 incidents in which the EMT completing the report selected either "COVID 19 was suspected" (134 incidents) or "COVID 19 was confirmed" (56 incidents). 160 of these patients were contact-traced and their test results audited with the New Mexico Department of Health. Unfortunately contact tracing ceased on June 23 due to a shortage of administrative hours; we are still providing data when possible.

As the virus spreads through the community, we are likely seeing underreporting of true COVID incidents. We are more likely to encounter it through response to an unrelated call (motor vehicle accident, for example) which results in incidental exposure. This information is garnered through our RMS program and Julota, our longitudinal patient tracking software.

Police Response and Call Volume. Starting in April 2020 the Santa Fe Police Department has been actively involved in enforcement of regulation and public health orders and data record keeping of COVID-19 related calls. Initially, all COVID-19 calls for service were grouped together—this included COVID-19 calls for service related to mass gatherings, social distancing, business practices, over-populated businesses, businesses not operating within the Public Health Order, the use of face coverings and other COVID-19 concerns.

Beginning June 10 with the City ordinance requiring a face covering, the SFPD created a separate COVID-19 call for service related *specifically* to the wearing of face coverings. In addition to enforcement the SFPD has provided face coverings to all officers to hand out to the public free of charge.

Between April and August 2020, the Police Department responded to 427 calls for service related to mass gatherings, social distancing, business practices, over-populated businesses, businesses not operating within the Public Health Order, the use of face coverings and other COVID-19 concerns. Between June 10 and August 4, 2020, the Police responded to 142 calls related specifically to the use of face coverings. Five citations regarding face coverings and 4 written warnings have been issued.

6. Provide a statement on how your entity demonstrated compliance with Public Health Orders

The City's response to public health orders was rapid and comprehensive. Almost overnight, those of the 1,599 employees who could work from home were transitioned into remote work to maintain social isolation. This required immediate revision of HR policies and mobilization of IT resources. Several other City practices have been modified to ensure the safety of the public and City employees.

Governing Body Meetings. In order to maintain social distancing the City held its March 16th emergency meeting with only some Councilors physically present and the rest attending by phone. The City had adopted an ordinance allowing for remote participation during declared emergencies in the Fall of 2019. Public seats at the March 16 meeting were spread out and limited. Meetings have since been conducted through Webex or Zoom. No in-person public meetings have been held. Non-essential committee hearings have been cancelled or postponed unless and until sufficient resources are available to staff and manage the online meetings.

Electronic Signatures. Beginning with Proclamation I, Mayor Webber ordered that the City Clerk accept electronic signatures for all types of City transactions to reduce the number of employees needed to be physically present to sign documents and/or transport them between offices. In conjunction with that Order, the City has implemented electronic signatures for contracts and other records.

Remote Notarization. The City Attorney's Office provided guidance for all departments regarding the new procedures adopted by the State to allow for remote notarization and encouraged staff to use those procedures.

Cancellation of Events and Programming. City facilities were closed including recreational centers, libraries, community art gallery and congregate meal sites for seniors. All recreational events, sports tournaments, after school and senior programs were cancelled. All non-legally required meetings, including advisory committee meetings were cancelled. City functions deemed "essential" modified provision of services and staffing. For instance, teams of workers were retrained and isolated into

three groups— Teams A, B, and C—to ensure that if one staff member in a group became infected, the rest of the team members could isolate and essential services would continue. Services to vulnerable populations such as the senior center meal sites ramped up production of home delivered meals and commodity distribution by 300% and focused on essential medical transportation.

7. Provide a statement on what the impact on your community has been either because of complete closure or decline business operations.

Santa Fe's economy has been drastically affected by the limitations imposed upon businesses in order to uphold public health. Four main industries make up over half of all jobs in the city. Here are the employment changes in those four industries comparing the average employment from the 4th quarter of 2019 to current employment numbers:

Accommodation and Food Services (Tourism Sector): -46.37%

Public Administration (Government Sector): -9.20%

Healthcare and Social Assistance (Healthcare Sector): -33%

Retail Trade (Retail Sector): -15.64%

Tourism represents 35% of all spending in Santa Fe's economy; it declined by 60% to 70%. Lower income and service workers have suffered serious economic consequences. Community-serving organizations report record numbers of people seeking rental assistance and facing eviction despite the moratorium. Others are unable to make car payments, pay for car repairs or pay utility bills. Internet connectivity has become an essential expenditure, adding more financial stress to household budgets. Food insecurity is at an all-time high.

Social isolation is taking a toll on behavioral health; according to our service providers public health indicators such as gun violence, suicidality, domestic violence and overdose rates are increasing. Isolation is causing serious problems among seniors, families with young children and teens. Grandparents raising grandchildren, undocumented immigrants, the homeless and teens are among the most vulnerable. City Departments such as Parks and Recreation, Arts and Culture and Community Services are struggling to keep up with calls for help. Given hiring freezes and budget cuts, staff levels are low in recreation centers, libraries, senior centers and youth programs at a time when the community needs more, not fewer services.

8. List what preventative policies and practices are in place to assist in mitigating the pandemic.

Among the preventative policies and practices now in place to mitigate the spread of Covid-19 are

the following:

Encampment Policy. Pursuant to Proclamation IV, the City Manager has drafted an Encampment Policy to allow encampments that do not constitute mass gatherings to remain in place when they do not pose an environmental regulatory issue or otherwise risk public health. Allowing encampments to remain in place is a Center for Disease Control recommendation during the pandemic.

Moratorium on Water Cut Offs. Mayor Webber placed a moratorium on water cut offs to customers unable to pay. This order remains in effect.

Special Leave Rules and Policies. Before the federal CARES Act and related leave benefits were enacted, the City adopted an amendment to its personal rules regarding use of sick leave and administrative leave with pay granted by the City Manager. Sick leave use was expanded to include caring for a household member whose school or daytime care is cancelled for public health reasons during a declared public emergency; or for an employee who is unable to telecommute and is also recommended by the New Mexico Department of Health or a licensed health care provider to self-quarantine due to risk of spreading COVID-19. In addition, the City adopted an administrative policy regarding reporting requirements and sick leave during the COVID-19 outbreak and before the Families First Coronavirus Response Act was effective. This included granting administrative leave with pay for employees who were unable to report to work due to COVID-19 symptoms and who had exhausted their accrued sick leave. This policy also included 14 days of administrative leave with pay for quarantine for employees who traveled to another country and could not telecommute. This policy also allowed administrative paid leave for employees who worked at a facility that was closed due to the pandemic and could not telecommute.

Work from home. In March the City mobilized IT resources to ensure that employees who could perform their work functions from home were able to work remotely. Some employees assigned to a closed function or facility were re-assigned to other tasks or placed on administrative leave with pay if an assignment did not exist. To reduce the risk of spread the City adopted an administrative policy providing for flexible work arrangements. This included flextime, a compressed workweek, part-time schedule or telecommuting.

Electronic Services. In March 2020, the City was confronted with the challenge of moving many in-person services to online platforms. This transition to an “E-services” form of local government was made possible by the City’s multi-million-dollar investment in a new ERP system supporting Finance, Land Use and Human Resources. The ERP system, which is accessible online, enabled essential staff to quickly pivot to telework and allowed residents to work with City departments via constituent “portals.”

The transition to “E-services” has proven especially vital in Land Use. Construction activities have been deemed essential by the Governor, and this department plays a vital role in enforcing public and life safety regulations as they relate to construction and infrastructure development. The jobs and

wages from the industry have provided residents with much needed income. The revenues generated by construction provided valuable GRT to the City when other business activity disappeared or slowed.

9. What are your contingency plans/guidelines for mass exposure (i.e., sheltering, displacement, homeless population)?

One of the City's immediate responses to avoiding mass exposure was to convert empty dormitory buildings at the Midtown property into a non-congregate emergency shelter. The City observed isolation and social distancing and provided a safe residence for those without a place to quarantine. Midtown Shelter also receives COVID-positive people or those discharged from hospitals, detention facilities or recovery programs—rather than see them return to unsafe situations or to life on the streets. The City has served over 150 people for over 1,200 room nights in this shelter. In concert with paying for motel rooms, the City is helping over 100 people who would otherwise be homeless. Local shelters are able to keep their populations at recommended levels, implement social distancing and protect their guests from exposure. The City Transit Division provides transportation to the shelter, to testing and to and from the hospital. This relieves the emergency response ambulance service from burden of these transports and increases their availability to respond to the crisis.

In an ongoing effort to avoid mass exposure the City is increasing our public awareness campaign, especially in our most affected neighborhoods (infection rates are much higher in the south and southwestern quadrants of the City). The City will continue to invest our human resources in the contact tracing efforts of the State, double down on our enforcement of the mask ordinance, support COVID safe practices in our business and wider community and ensure that people are housed and feed. With colder weather coming, with those living in encampments needing to come indoors and with more facing homelessness, the City is committed to investment in longer term solutions to end housing insecurity—a situation that predated the pandemic, but now has been greatly amplified.

10. Did you provide personnel and other Covid-19 related expenses for senior programs, corrections, police or fire/EMT? *

Emergency Management has distributed over 115,000 cotton face coverings to City staff, constituents, and tourists to ensure compliance with the State Public Health Orders. We have received and are in the process of distributing the following items to local healthcare providers that are unable to obtain items through their regular supply chains due to shortages.

Item	Received	Distributed
Cotton Masks	120,414	116,133
N95 Respirators	4,791	4,001
KN95 Respirators	11,837	9,676
Surgical Masks	14,820	13,030
Thermometers	95	52
Surgical Gowns	10,570	10,232
Face Shields	8,772	5,852
Safety Glasses	90	82

Nitrile Gloves

29,000

29,000

All Community Service personnel have been supporting essential services and the City's response to COVID, both at the Midtown Shelter, in the Contact Tracing project and in Senior Services. Youth specialists from our After School and Summer programs are now assigned to the Chavez Center's program to care for the children of essential workers. All additional COVID related expenses for additional supplies and equipment have been recorded with the Office of Emergency Management.

All Fire personnel have been provided equipment throughout the COVID response, both as front-line workers and the people in the offices. All additional COVID related expenses for additional supplies and equipment have been recorded with the Office of Emergency Management.

11. Provide a statement on your efforts to mitigate spread (PPE, sanitizing, social distancing, media) specifically for your government entity and the community.

Beginning in Proclamation I, and continuing through Proclamation IV and their associated Orders, Mayor Webber has outlined and encouraged community adherence to preventative measures to reduce and mitigate the spread of COVID-19, as per CDC guidelines. Specifically, starting in March, the Mayor's proclamations advised those who had left the state or country to self-quarantine for 2 weeks; those in high-risk populations to stock up on medical prescriptions; everyone to practice social distancing, to wash hands and practice good hygiene; to use hand sanitizer and to observe other best practices to curb the spread of the virus.

The City continues to encourage positive community health practices through a robust public information campaign, posting information on its website, creating and distributing informational materials, posting signs and working closely with the business community to ensure businesses can stay open safely. Local businesses are encouraged to offer paid sick leave; to ban non-essential travel for work; to allow employees to take leave to care for children; to establish capabilities for employees to work from home; and to find ways to curb the spread of the virus.

In Mayor Webber's Order regarding Grocery Stores and Supermarkets, he advised stores to implement one-way routing; to install plexi-glass shields in high-volume customer-employee points of contact; to offer curbside and home delivery options; and to take all reasonable steps to enforce social distancing.

The Santa Fe Promise. In June 2020, the City launched the Santa Fe Promise campaign. The Promise, which can be made by both individuals and businesses, is a call to action promoting COVID-safe behaviors across the community.

Since launching the campaign, the City has worked with local food banks, Chambers of Commerce and media partners. Working with these partners the City has distributed over 15,000 face coverings, 10,000 bilingual posters and informational cards and 5,000 campaign buttons. The City also is promoting the Santa Fe Promise on social media and through the City website. Residents and

businesses can make the Promise at www.santafenm.gov/promise.

12. Provide a statement on your intentions to use funding for housing or rental assistance. How will it be used, how will it be distributed? Do you have staff to administer this program?

Santa Fe was experiencing a housing crisis pre-pandemic. Approximately 2,600 very low-income renters were likely extremely cost burdened (paying more than 50% of their monthly income for rent) or simply unable to find a rental unit they could afford. With job and income loss due to the pandemic, this situation has worsened. While the current eviction moratorium is helpful, it does not solve the problem; eventually rental arrears will prove debilitating. Landlords who can't collect rents aren't able to pay mortgages, exacerbating the economic uncertainties across all incomes in the housing market.

Because the City does not have rental assistance administration infrastructure in place, the City will partner with the County and other community-based partners through referrals; they will be administering rental assistance. The City intends to continue support of the Santa Fe Connect program in concert with the County's Housing Authority to provide direct services to tenants in need.

Currently 40 people are staying at local shelters. Approximately 50 people are supported at hotels, and approximately 60 are housed at the Midtown Emergency Shelter. The mobilization of resources to support this population has been impressive; however, there is likely a much higher need. The Fire Department has counted 30 people living in encampments, and LifeLink's PATH street Outreach Team made contact with 29 unsheltered people in the last month. Life Link has turned away 328 requests for rental assistance and 13 requests for shelter in hotels in the last month.

The City will focus its efforts on housing those experiencing homelessness or living in precarious housing situations. CARES Act funding will allow the City to support those living in motels or get new people housed in motels. The City has an opportunity to purchase a property to convert to permanent supportive housing. This will address chronic homelessness now and beyond the effects of the pandemic.

13. Approximately, how much revenue has been lost in Gross Receipts Tax for your community during the pandemic? (please provide dollar amount)

Gross Receipts Tax receipt revenue for the City of Santa Fe has declined \$6 million from March 2020 - June 2020. The March 2020 GRT distribution was a 5% or \$484,000 decrease from March 2019. The April 2020 GRT distribution was a 19% or \$1.6 million, decrease from April 2019 levels. The May 2020 GRT distribution was a 20% or \$1.8 million decrease from May 2019.

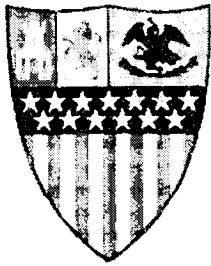
If this trend holds, we can project another 20% decline in the June 2020 GRT distribution or a \$2.1 million decrease from June 2019 levels.

14. Has your government entity requested FEMA relief funds? If so, please provide the amount requested. Also, documentation may be requested proving your entity requested these funds. (please provide dollar amount)

Yes. \$236,489.21 has been submitted to date.

15. Amount of funds you are requesting for Covid-19 related expenses. (please indicate dollar amount)

\$25,115,654



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councillors:

Signe L. Lindell, Mayor Pro Tem, District 1

Renee Villarreal, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Roman "Tiger" Abeyta, District 3

Chris Rivera, District 3

Jamie Cassutt-Sanchez, District 4

JoAnne Vigil Coppler, District 4

**New Mexico Department of Finance & Administration
407 Galisteo Street
Santa Fe, NM 87501**

To the New Mexico Department of Finance & Administration:

I am writing to endorse the Santa Fe County and City of Santa Fe's coordinated applications for CARES grant funds to support Small Business and Non-profit Grants and provide housing assistance for Santa Fe County's most vulnerable residents.

Our respective Economic Development and Affordable Housing Offices have collaborated on these applications to ensure that support is deployed effectively, is not duplicated, and is accessible for those in need. With the CARES Act funds, we will provide urgently needed financial grants to local businesses and be able to support housing stability to ensure the best possible public health outcomes for our community.

We are working diligently to keep our community safe and healthy during the COVID pandemic. Many of our businesses have had their operations restricted to protect public health, and as a result, they have suffered tremendous economic losses. While the grants will not compensate their loss, they will help keep employees working and local businesses open so they can continue providing needed services and products for our community as they help sustain our economy.

Our applications also support positive housing outcomes, understanding that safe, secure, and stable housing is a social determinant of health. With the CARES funds, we propose to cover emergency shelter for those without a safe place to quarantine or observe social distancing guidelines. We would use funds for rental assistance for those renters behind in their rent or unable to pay upcoming rent because of job loss or reduced income caused by the pandemic. We would also provide loan assistance for homeowners who are unable to make their mortgage or utility payments.

As you will see in our applications, we seek to help those most in need; who may have been left out of federal funding programs; who did not have the resources to apply; or whose volatile situations made them wary of applying for loans. We have taken precautions to deliver aid

proportional to loss. We will rely upon our community partner networks to reach out to diverse segments of our population.

By combining our efforts, we maximize our capacity to serve constituents more efficiently. The bulk of the funding will go to those located within the city limits of Santa Fe, as it is the most populated area in the County and is a shared responsibility. The City is able to leverage County resources and staff while also recruiting the support of local entrepreneurial support organizations, the County of Santa Fe's Housing Authority, and community groups. We also would hire temporary staff to ensure that funds and programs equitably distributed.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'AWB', with a long horizontal stroke extending to the right.

Alan Webber
Mayor

City of Santa Fe, New Mexico		PAGE: 1 OF 1		CHECK NUMBER: 00008858	
INVOICE DATE	INVOICE NUMBER	DESCRIPTION			INVOICE AMOUNT
08/07/2020	08072020	VOID			\$0.01
Vendor No	Vendor Name		Check No	Check Date	Check Amount
3125	NEW MEXICO FINANCE AUTHORITY		8858	08/07/2020	\$0.01



City of Santa Fe, New Mexico

ACCOUNTS PAYABLE
P.O. BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6100

Wells Fargo Bank, N.A.
Santa Fe, NM
95-219/1070

Vendor Number	Check Date	Check Number
3125	08/07/2020	8858

VOID 1 YEAR FROM DATE OF ISSUE

\$0.01

Zero Dollars and 00 Cents

Pay To the Order Of NEW MEXICO FINANCE AUTHORITY
207 SHELBY ST
SANTA FE, NM 87501

VOID

Authorized Signature

MP

Authorized Signature

MP

⑈00008858⑈ ⑆07002192⑆ 7318735151⑈

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Santa Fe

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

Government Entity

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

200 Lincoln Ave.

6 City, state, and ZIP code

Santa Fe, New Mexico 87501

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

8 5 - 6 0 0 0 1 6 8

or

Employer identification number

8 5 - 6 0 0 0 1 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Mary McCoy

Date ► 12/04/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Covid-19 Emergency Grants to Local Governments (CARES Act Funds)

EXHIBIT

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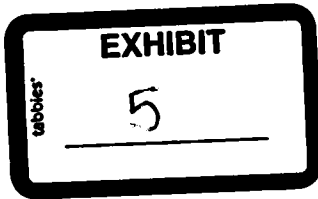
COVID-19 Emergency Grants to Local Governments (CARES Act Funds)			
Entity	Score (70)	Requested Amount	Total Award
Alamogordo, City of	60	\$905,537	\$486,726
Angel Fire, Village of	48	\$1,327,206	\$447,932
Anthony, City of	39	\$50,000	\$50,000
Artesia, City of	57	\$4,952,524	\$2,661,982
Aztec, City of	53	\$500,000	\$218,750
Bayard, City of	55	\$1,272,369	\$556,661
Belen, City of	34	\$200,000	\$67,500
Bernalillo, Town of	51	\$5,104,758	\$2,233,332
Bloomfield, City of	54	\$650,000	\$284,375
Carlsbad, City of	45	\$267,000	\$90,113
Catron County	42	\$200,000	\$67,500
Chaves County	57	\$1,000,000	\$537,500
Cibola County (joint with City of Grants & Village of Milan)	63	\$750,000	\$403,125
Cimarron, Village of	36	\$8,500	\$8,500
Clayton, Town of / Union County - Joint application	25	\$2,839,869	\$958,456
Clovis, City of	54	\$548,710	\$240,061
Colfax County	59	\$89,265	\$50,000
Columbus, Village of	50	\$289,582	\$126,692
Corrales, Village of	65	\$500,000	\$350,000
Cuba, Village of	23	\$35,000	\$35,000
Curry County	50	\$360,496	\$157,717
Deming, City of	34	\$440,000	\$148,500
Dona Ana County	65	\$2,000,000	\$1,400,000
Eagle Nest, Village of	58	\$160,000	\$86,000
Eddy County	35	\$100,000	\$50,000
Edgewood, Town of	50	\$70,000	\$50,000
Elephant Butte, City of	25	\$133,825	\$50,000
Espanola, City of	70	\$1,710,739	\$1,197,517
Estancia, Town of	25	\$19,429	\$19,429
Farmington, City of	45	\$3,500,000	\$1,181,250
Gallup, City of	60	\$1,708,987	\$918,581
Grant County	45	\$350,000	\$118,125
Guadalupe County (joint w/City of Santa Rosa & Town of Vaughn)	55	\$250,000	\$109,375

Covid-19 Emergency Grants to Local Governments (CARES Act Funds)

Entity	Score (70)	Requested Amount	Total Award
Harding County	30	\$50,000	\$50,000
Hobbs, City of	49	\$2,750,000	\$928,125
Hurley, Town of	33	\$20,000	\$20,000
Kirtland, Town of	38	\$1,000	\$1,000
Las Cruces, City of	60	\$13,218,237	\$7,104,802
Las Vegas, City of	59	\$4,467,800	\$2,401,443
Lea County	58	\$74,504	\$50,000
Lincoln County	38	\$187,656	\$63,334
Lordsburg, City of	50	\$16,894	\$16,894
Los Alamos, Incorporated County of	50	\$1,500,000	\$656,250
Los Lunas, Village of	63	\$100,000	\$53,750
Los Ranchos de Albuquerque, Village of	53	\$75,000	\$50,000
Lovington, City of	55	\$403,065	\$176,341
Luna County	49	\$512,744	\$173,051
Maxwell, Village of	35	\$11,000	\$11,000
McKinley County	64	\$30,000,000	\$16,125,000
Mora County	18	\$10,000	\$10,000
Mountainair, Town of	43	\$72,000	\$50,000
Otero County	37	\$500,000	\$168,750
Pecos, Village of	35	\$16,000	\$16,000
Portales, City of	55	\$250,000	\$109,375
Quay County	33	\$452,000	\$152,550
Questa, Village of	35	\$200,000	\$67,500
Raton, City of	51	\$1,497,315	\$655,075
Red River, Town of	34	\$87,500	\$50,000
Rio Arriba County	50	\$2,586,310	\$1,131,511
Rio Rancho, City of	56	\$22,198,486	\$11,931,686
Roosevelt County	60	\$70,000	\$50,000
Roswell, City of	51	\$12,700,000	\$5,556,250
Ruidoso Downs, City of	33	\$9,700	\$9,700
Ruidoso, Village of	58	\$5,186,590	\$2,787,792
San Juan County	64	\$3,800,000	\$2,042,500
San Miguel County	54	\$490,200	\$214,463
Sandoval County	45	\$750,000	\$253,125

Covid-19 Emergency Grants to Local Governments (CARES Act Funds)

Entity	Score (70)	Requested Amount	Total Award
Santa Clara, Village of	34	\$70,000	\$50,000
Santa Fe County	70	\$15,009,913	\$10,506,939
Santa Fe, City of	68	\$25,115,654	\$17,580,958
Sierra County	31	\$150,000	\$50,625
Silver City, Town of	45	\$1,450,000	\$489,375
Socorro County	45	\$45,000	\$45,000
Socorro, City of	48	\$717,217	\$242,061
Sunland Park	50	\$177,500	\$77,656
Taos County	65	\$750,000	\$525,000
Taos Ski Valley, Village of	36	\$290,000	\$97,875
Taos, Town of	56	\$1,903,671	\$1,023,223
Tijeras, Village of	49	\$200,000	\$67,500
Torrance County	50	\$266,500	\$116,594
Town of Springer, Town of	46	\$8,808	\$8,808
Tucumcari, City of	14	\$13,221	\$13,221
Valencia County	51	\$1,000,000	\$437,500
Totals		\$183,725,281	\$99,830,299



Reimbursing Agency: Department of Finance & Administration

Business Unit: 34100

CARES ACT FUNDING RECIPIENT:

Santa Fe, City of

AWARD NUMBER:

CARES-01001-CSF

FUNDING AMOUNT:

\$17,580,958

EXPIRATION DATE:

December 30, 2020

CARES ACT FUNDING CRITERIA

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID- 19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

These guidelines can be located in the "Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments – Updated June 30, 2020" document attached with this award letter.

CARES ACT FUNDING REIMBURSEMENT

The Department of Finance & Administration will disburse the CARES Act funds through a reimbursement process. The CARES Act Funding Recipient will submit to the Reimbursing Agency, Exhibit 1: Request for Payment form along with Exhibit 2: Coronavirus Relief Fund Backup Documentation Form and Exhibit 3: Coronavirus Relief Fund Payroll Backup Documentation Form, and Exhibit 4: Detailed Report form, as applicable. The recipient must submit these Exhibits, along with supporting document(s) as evidence of expenses. The Department of Finance & Administration will review these documents to ensure all expenses reflect the intent and purpose of the CARES Act funding language for reimbursement. All expenditures for which the CARES Act Funding Recipient requests reimbursement must occur between March 1st, 2020, and December 30th, 2020. The latest date the Appropriation Recipient may submit a Request for Payment is January 31st, 2021. With the submission of the final Exhibit 1: Request for Payment, the CARES Act Funding Recipient must include a completed Exhibit 4: Detailed Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that Santa Fe, City of:

1. Will only use the CARES Act funds to carry out and/or perform activities described in CARES Act funding criteria.
2. Will comply with State Procurement Code, if applicable. The 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 may be submitted for prior approval before making an expenditure.
3. Ensures that the CARES Act funds only benefit entities in accordance with applicable law.
4. Will follow the procedure described in "CARES Act Funding Reimbursement" for reimbursement of funds.
5. Will follow all reporting requirements as outlined in the Coronavirus Relief Fund Reporting and Record Retention Requirements.

CARES Act Funding Recipient Representative

Date

CARES Act Funding Recipient CFO

Date

DUNS Reporting Number for System for Award Management (SAM)

Reimbursing Agency: Department of Finance & Administration

Business Unit: 34100

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the State of New Mexico, I hereby approve this certification for CARES Act Funding (CARES-01001-CSF) in the amount of (\$17,580,958).

Department of Finance & Administration Representative

Date

Department of Finance & Administration CFO

Date

CARES ACT FUNDING REIMBURSEMENT

CITY OF SANTA FE:

Alan M. Webber, Mayor

Date: _____

Attest:

Yolanda Y. Vigil, City Clerk

City Attorney's Office:

Marcos Martinez
Marcos Martinez [Sep 11, 2020 10:22 MDT]

Senior Assistant City Attorney

Approved for Finances:

Mary T. McCoy, Finance Director

Exhibit 6**CARES Act Grant Award - Project List**

Department	Title/Purpose	Amount
Business/Tourism Support		
Arts & Culture	Training to Artists, PSA, Gallery Buildout for opening	75,000
Tourism	Virtual Tourism E-Commerce Support	150,000
Recreation/Economic Development	Youth Essential Services (YES) - Youth Job Training and Workforce Development	300,000
Homeless/Health Support		
Affordable Housing	Food/Shelter for Homeless	400,000
Affordable Housing	Gap Financing for Purchase of Motel to Provide COVID-Safe Housing	2,000,000
Community Health & Safety		
Fire	Fire Operations- 2 ambulances to respond to all COVID Calls	250,000
ITT/ED	COVID-affected ZipCodes Free Public WIFI - Districts 2, 3 & 4 (South Side & Hopewell)	270,000
Community Services	Library Support for Library Technology and Materials to support online learning	250,000
Public Works- Parks	Security to Patrol Parks & Open Spaces	100,000
Public Works- Parks	Mobile Hygiene	212,000
Community Direct Assistance		
Community Services	CONNECT Program Emergency Funds (rental assistance, mortgage assistance)	3,660,000
Community Services	Support for School Aged Children Engaged in Distance Learning or Hybrid Learning	1,000,000
Public Communications		
Land Use	Strategic Communications (Santa Fe Promise Campaign)	200,000
Economic Development	NOVID – City/County Wide Contact Tracing App	15,000
Recreation	Outreach, Communications & Engagement for City Sponsored COVID Safe Activities	25,000
City Services/Facilities - Expansion/Adaptation for Ongoing Response		
Emergency Management	PPE and Supplies for City Employees	500,000
HR	Emergency Paid Sick Leave and Paid Family Medical Leave Expansion Act	150,000
HR	Improved Online Training Capabilities in a Telework Environment	20,000
ITT	E-Services Expansion, E-Government Expansion, Telecommuting Equipment	800,000
Recreation	Mobile Recreational School Aged Youth Program to support children ages 6-17	600,000
Recreation	COVID Safe Recreational Outdoor Activities	45,000
Convention Center	Convention Center- Air Purification Retrofit	62,000
Public Works- Parks	Parks, Trails & Open-Space - Maintenance Support	150,000
Public Works- Facilities	COVID Safety at City Facilities	437,000
Tourism	Website Upgrades & Redesign for COVID19 issues	115,000
Finance	Administrative Costs - Project Management, Assistance for Procurement, Reconciliation, & Reporting	794,958
	Total Proposed Projects	12,580,958
All City Departments	Reimbursement of Prior COVID19 Related Expenditures	5,000,000
	Total Care Act Grant Award	17,580,958

Exhibit 6**CARES Act Grant Award - Project List**

Department	Title/Purpose	Amount
Business/Tourism Support		
Arts & Culture	Training to Artists, PSA, Gallery Buildout for opening	75,000
Tourism	Virtual Tourism E-Commerce Support	150,000
Recreation/Economic Development	Youth Essential Services (YES) - Youth Job Training and Workforce Development	300,000
Homeless/Health Support		
Affordable Housing	Food/Shelter for Homeless	400,000
Affordable Housing	Gap Financing for Purchase of Motel to Provide COVID-Safe Housing	2,000,000
Community Health & Safety		
Fire	Fire Operations- 2 ambulances to respond to all COVID Calls	250,000
ITT/ED	COVID-affected Zip Codes Free Public WIFI - Districts 2, 3 & 4 (South Side & Hopewell)	270,000
Community Services	Library Support for Library Technology and Materials to support online learning	250,000
Public Works- Parks	Security to Patrol Parks & Open Spaces	100,000
Public Works- Parks	Mobile Hygiene	212,000
Community Direct Assistance		
Community Services	CONNECT Program Emergency Funds (rental assistance, food assistance, utilities, etc.)	3,660,000
Community Services	Support for School Aged Children Engaged in Distance Learning or Hybrid Learning	1,060,000
Public Communications		
Land Use	Strategic Communications (Santa Fe Promise Campaign)	200,000
Economic Development	NOVID – City/County Wide Contact Tracing App	15,000
Recreation	Outreach, Communications & Engagement for City Sponsored COVID Safe Activities	25,000
City Services/Facilities - Expansion/Adaptation for Ongoing Response		
Emergency Management	PPE and Supplies for City Employees	500,000
HR	Emergency Paid Sick Leave and Paid Family Medical Leave Expansion Act	150,000
HR	Improved Online Training Capabilities in a Telework Environment	20,000
ITT	E-Services Expansion, E-Government Expansion, Telecommuting Equipment	800,000
Recreation	Mobile Recreational School Aged Youth Program to support children ages 6-17	600,000
Recreation	COVID Safe Recreational Outdoor Activities	45,000
Convention Center	Convention Center- Air Purification Retrofit	62,000
Public Works- Parks	Parks, Trails & Open-Space - Maintenance Support	150,000
Public Works- Facilities	COVID Safety at City Facilities	437,000
Tourism	Website Upgrades & Redesign for COVID19 issues	115,000
Finance	Administrative Costs - Project Management, Assistance for Procurement, Reconciliation, & Reporting	734,958
	Total Proposed Projects	12,580,958
All City Departments	Reimbursement of Prior COVID19 Related Expenditures	5,000,000
	Total Cares Act Grant Award	17,580,958

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE
Arts & Culture, Affordable Housing, Community Services, Economic Development					9/10/2020
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
Arts & Culture/Grants & Svcs - Artists Microgrants/Training, Gallery Buildout for Opening	2132775	510400	CARES20ART	75,000	
Affordable Housing/Other Consulting - Food/Shelter for Homeless Residents	2402750	510340	CARES20HSG	400,000	
Affordable Housing/Other Consulting - Gap Financing for Motel Purchase - COVID-Safe Housing	2402750	510340	CARES20HSG	2,000,000	
Comm Svc/Vehicle - Mobile Hygiene	2401001	571000	CARES20CAD	110,000	
Comm Svc/Supplies - Mobile Hygiene	2401001	530200	CARES20CAD	70,000	
Comm Svc/Service Contracts - Mobile Hygiene	2401001	510310	CARES20CAD	20,000	
Comm Svc/Service Contracts - Mobile Hygiene (Portable Restrooms/Handwashing Stations)	2401001	510310	CARES20CAD	12,000	
Comm Svc/Other Consulting - Support for School-Aged Children Engaged in Distance/Hybrid Learning	2401001	510340	CARES20CAD	1,060,000	
Comm Svc/Data Processing Equip - Library technology for online learning	2510101	572800	CARES20LIB	250,000	
Comm Svc/Grants & Services - CONNECT Program Emergency Funds	2400122	510400	CARES20HSC	3,660,000	
Economic Development/Other Consulting - NOVID City/County-Wide Contact Tracing App	2122800	510340	CARES20EDD	15,000	
Economic Development/Other Consulting - Youth Job Training & Workforce Development	2122800	510340	CARES20EDD	300,000	
REVENUES				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
Arts & Culture/NM DFA Grant - Artists Microgrants/Training, Gallery Buildout for Opening	2132775	490210	CARES20ART	(75,000)	
Affordable Housing/NM DFA Grant - Food/Shelter for Homeless/Gap Financing for COVID-Safe Housing	2402750	490210	CARES20HSG	(2,400,000)	
Comm Svc/NM DFA Grant - Mobile Hygiene	2401001	490210	CARES20CAD	(212,000)	
Comm Svc/NM DFA Grant - Support for Distance/Hybrid Learning	2401001	490210	CARES20CAD	(1,060,000)	
Comm Svc/NM DFA Grant - Library technology for online learning	2510101	490210	CARES20LIB	(250,000)	
Comm Svc/NM DFA Grant - CONNECT Program Emergency Funds	2400122	490210	CARES20HSC	(3,660,000)	
Economic Development/NM DFA Grant - NOVID Contact Tracing App/Youth Job Training & Workforce Development	2122800	490210	CARES20EDD	(315,000)	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ -	\$ -

Appropriation of CARES Act Grant Funding via NM DFA for COVID response costs in various City Departments

[page 1 of 4]

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Andy Hopkins 9/10/2020
Prepared By {print name} Date

Division Director Signature {optional} Date

Mary McElroy

Department Director Signature Date

{Use this form for Finance Committee/
City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins Digitally signed by Andy Hopkins
Date: 2020.09.15 16:52:29 -06'00'

Budget Officer Date

N/A
Finance Director {≤ \$5,000} Date

N/A
City Manager {≤ \$60,000} Date

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE
Emergency Management, Fire, ITT, Human Resources, Land Use					9/10/2020
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
Emergency Management/Safety Supplies - Personal Protective Equipment (PPE) & Supplies	2212850	530300	CARES20EMG	500,000	
Fire/Operating Supplies - COVID ambulance response	1000173	530200	CARES20FIR	150,000	
Fire/Safety Supplies - COVID ambulance response	1000173	530300	CARES20FIR	50,000	
Fire/Registration - COVID ambulance response	1000173	560700	CARES20FIR	50,000	
ITT/Service Contracts - ERP E-Services Expansion	3253950	510310	CARES20ITT	250,000	
ITT/Software Subscriptions - E-Gov Expansion	3653501	530710	CARES20ITT	250,000	
ITT/Data Processing Equip - Telecommuting Equipment	3653501	572800	CARES20ITT	300,000	
ITT/Data Processing Equip - Districts 2, 3 & 4 Free Public WiFi (COVID-affected Zip Codes)	3653501	570800	CARES20ITT	270,000	
HR/Employee Training - Improved Online Telework Training	1000231	561200	CARES20HRS	20,000	
HR/Sick Leave - Emergency Sick Leave/Family Medical Leave	1000231	502100	CARES20HRS	150,000	
Land Use/Other Consulting - Strategic Communications (SF Promise Campaign)	1004501	510340	CARES20PLU	200,000	
REVENUES				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
Emergency Management/NM DFA Grant - Personal Protective Equipment (PPE) & Supplies	2212850	490210	CARES20EMG	(500,000)	
Fire/NM DFA Grant -COVID ambulance response	1000001	490210	CARES20FIR	(250,000)	
ITT/NM DFA Grant - ERP E-Services Expansion	3253950	490210	CARES20ITT	(250,000)	
ITT/NM DFA Grant - E-Gov Expansion/Telecommuting Equip/Free Public WiFi (Districts 2, 3, & 4)	3650001	490210	CARES20ITT	(820,000)	
HR/NM DFA Grant - Improved Online Telework Training/Emergency Sick Leave/Family Medical Leave	1000001	490210	CARES20HRS	(170,000)	
Land Use/NM DFA Grant - Strategic Communications (SF Promise Campaign)	1000001	490210	CARES20PLU	(200,000)	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ -	\$ -

Appropriation of CARES Act Grant Funding via NM DFA for COVID response costs in various City Departments

[page 2 of 4]

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Andy Hopkins	9/10/2020	{Use this form for Finance Committee/ City Council agenda items ONLY}	{see BAR p. 1 for signatures}
Prepared By {print name}	Date	CITY COUNCIL APPROVAL	Budget Officer
		City Council	N/A
Division Director Signature {optional}	Date	Approval Date	Finance Director {≤ \$5,000}
{see BAR p. 1 for signatures}		Agenda Item #:	N/A
Department Director Signature	Date		City Manager {≤ \$60,000}

DEPARTMENT / DIVISION NAME	DATE
Recreation, Public Works	9/10/2020

Appropriation of CARES Act Grant Funding via NM DFA for COVID response costs in various City Departments	{Complete section below if BAR results in a net change to ANY Fund}	
[page 3 of 4]	Fund(s) Affected	Fund Balance Increase/(Decrease)
	TOTAL:	0

Andy Hopkins	9/10/2020	{Use this form for Finance Committee/ City Council agenda items ONLY}	{see BAR p. 1 for signatures}
Prepared By {print name}	Date	<u>CITY COUNCIL APPROVAL</u> City Council Approval Date Agenda Item #:	Budget Officer
Division Director Signature {optional}	Date		N/A
			Finance Director {≤ \$5,000}
{see BAR p. 1 for signatures}			N/A
Department Director Signature	Date		City Manager {≤ \$60,000}

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Tourism Santa Fe, Finance	DATE 9/10/2020
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ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
Tourism(VSF)/Other Consulting - Virtual Tourism E-Commerce Support	2130521	510340	CARES20TSF	150,000	
Tourism(VSF)/Other Consulting - Website Upgrades/Enhancements for COVID Issues	2130521	510340	CARES20TSF	115,000	
Tourism(CCC)/Other Consulting - Air Purification Retrofit to Convention Center	5206600	510340	CARES20TSF	62,000	
Finance/Other Consulting - Project Management, Assistance for Procurement/Reconciliation/Reporting	1001501	510340	CARES20FBA	734,958	
REVENUES				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
Tourism(VSF)/NM DFA Grant - Virtual Tourism E-Commerce Support/Website Upgrades for COVID Issues	2130521	490210	CARES20TSF	(265,000)	
Tourism(CCC)/NM DFA Grant - Air Purification Retrofit to Convention Center	5206600	490210	CARES20TSF	(62,000)	
Finance/NM DFA Grant - Project Management, Assistance for Procurement/Reconciliation/Reporting	1000001	490210	CARES20FBA	(734,958)	

JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo	\$ -	\$ -
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Appropriation of CARES Act Grant Funding via NM DFA for COVID response costs in various City Departments	{Complete section below if BAR results in a net change to ANY Fund}	
[page 4 of 4]	Fund(s) Affected	Fund Balance Increase/(Decrease)
	TOTAL:	0

Andy Hopkins	9/10/2020	{Use this form for Finance Committee/ City Council agenda items ONLY}		{see BAR p. 1 for signatures}	
Prepared By {print name}	Date	CITY COUNCIL APPROVAL		Budget Officer	Date
		City Council		N/A	
Division Director Signature {optional}	Date	Approval Date		Finance Director {≤ \$5,000}	Date
		Agenda Item #:		N/A	
{see BAR p. 1 for signatures}				City Manager {≤ \$60,000}	Date
Department Director Signature	Date				



INTERNAL MEMORANDUM

DATE: September 11, 2020

To: Governing Body

From: Rich Brown, Economic Development Director *RB*

Via: Liz Camacho, Office of Economic Development

ITEM & ISSUE

Small Business & Non-Profit Stabilization Grant Program

BACKGROUND

The Town of Edgewood, County and City of Santa Fe's Economic Development Departments coordinated applications for CARES Act grant funds from New Mexico State to support Small Businesses and Non-profits. By combining our efforts, we maximized our capacity to serve constituents more efficiently. The City of Santa Fe is also able to leverage County resources and staff to better serve our community. The bulk of the funding will go to those located within City limits of Santa Fe, as it is the most business-populated area in the County.

The funds will be available approximately mid to end of October as processes, translations, legislation, procurement of services, increased capacity, and marketing need to be put in place. The implementation of these actions could not have started until we are officially awarded the grant, August 31, 2020. During the waiting period, we progressed to act swiftly on the above processes once the award is granted.

Amount & Reasoning

According to data from the federal government, 2,941 Santa Fe County businesses and nonprofits applied and received PPP funding. The receipt of this funding demonstrates that approximately 31% of Santa Fe County businesses demonstrated a need for financial support during this period of economic dislocation caused by the coronavirus. This figure is aligned and further supported by data provided by the Census Bureau Small Business Pulse Survey, which showed 33.5% of New Mexico businesses experiencing a large negative effect caused by the COVID-19 pandemic. Though the PPP funding does not capture explicit closures, it serves as a proxy for immense economic need.

In Santa Fe County, including all unincorporated areas, the City of Santa Fe, the Town of Edgewood, and excluding the City of Española, there are 9,224 businesses; according to active business licensing databases and ESRI data reporting. Currently, there are no official databases that indicate the number of businesses closed; either temporarily or permanently, due to COVID-19.

In the City of Santa Fe, there are approximately 4,437 businesses and non-profits with less than \$2MM in earnings (an eligibility criterion):

- Reported 2019 taxable sales volumes below \$1,357,000: 3,360
- Of those above, reported revenue above \$1,357,000: 800
- # of Santa Fe based (zip code) eligible businesses: 2,973
- % of Santa Fe businesses in SF County Total: 88%
- Average payout based on revenue categories: \$4,500
- Maximum payout at \$2MM in revenue: \$15,000
- # of business eligible at \$2MM revenue category: 49

The City/County partnership applied for \$7.5MM (which included a 5% administration fee) for all partners and received approximately \$3,799,000. Approximately five (5) percent of that (\$189,984) is to be dedicated to administration (internal staff, grant manager, economic service organizations, outreach, etc.) of the funds. This would make for approximately \$3,610,000 to be applied to the small business and non-profit continuity grant program.

The Small Business & Non-Profit Stabilization Grant Program seeks to help those most in need; who may have been left out of federal funding programs; who did not have the resources to apply; or whose volatile situations made them wary of applying for loans. While we cannot ensure complete equity, we have taken precautions to deliver aid proportional to loss. Overview of Small Business & Non-Profit Stabilization Grant Program parameters:

Prioritized Businesses & Non-profits

- Locally owned independent businesses under 25 employees (Locally owned is defined as having the business principal address registered within Santa Fe County (excluding Española); independent business is defined as being a privately owned establishment)
- Have been ordered fully, or partially, closed by the State of New Mexico;
- Demonstrate higher-levels of reduction in revenue (50%+ decrease) due to effects of COVID pandemic

Eligibility of Small Business & Non-profits Overview

- Possess a current Santa Fe County, and/or City of Santa Fe, and/or Town of Edgewood Business License;
- Have a principal business address that is registered and located within Santa Fe County limits;
- Employ a minimum of 1 employee (includes self-proprietors) and cannot exceed 50 employees;
- Demonstrate a reduction of at least 25% in revenues due to COVID-19;
- Have been in business for at least one year on date of applying;
- Revenues of business or non-profit must not exceed \$2,000,000 prior to impact of COVID-19;
- If nonprofit, have received its 501(C)(3) designation prior to March 1, 2019 and have audited 2019 financials and be determined to be in good financial standing;
- If non-profit, the organization must have no part of its net earnings going to benefit any member, founder, contributor or individual;
- Be current on all New Mexico State Taxes;
- Demonstrate financial accounting that adheres to generally accepted accounting principles;
- Agree to provide a report about the use and results of the grant funds sixty (60) days after receipt
- Agree to explore and review business counseling for financial and business continuity planning with entrepreneurial support organizations (ESOs)

Usage of Funds & Proof of Usage

Grant funds may be applied to eligible business continuity and redesign expenses, retroactive to March 16th, the date COVID Health Restrictions on mass gatherings were enacted by the State of New Mexico.

No more than sixty (60) days after execution of the Business Stabilization and Non-Profit award letter, grantees must submit a report outlining the use and results of the Grant (the "Report"). The Report must include proof of procurement of eligible expenses, goods and services (detailed receipts). If grant funding was used for business redesign expenses the Report must include photos of the business redesign improvements made with grant funds.

Upon the failure to provide the Report, Santa Fe City and County partnership reserves the right to recover its share of the public support (grant funding) for which the grantee failed to procure eligible expenses as described in the applicants application, Certification of Award letter, and Grant Agreement.

Payout Assumptions for City of Santa Fe

Note: These payout assumptions are based on estimates tied to the PPP program percent, but increased by 20% because this is a grant:

Increased Capacity Overview

1. Grant Manager of the CARES Act/Small Business & Non-Profit Stabilization Grant disbursement of money will be solicited by the Santa Fe County Growth Management Department and the Purchasing Division to facilitate City/County Partner grant team; to ensure the money is given to appropriate businesses for the appropriate reasons and that proper recording is performed for reporting
2. Service Providers/Entrepreneurial Support Organizations (ESO's)

Basic Outline of Application Process

1. Small Business or Non-profit applies for grant via entrepreneurial support organizations (e.g. SCORE, SFBI, SBDA, WESST, Small Loan Fund, DreamSpring, etc.) who receive a standard processing fee for completed applications.
2. Complete and reviewed applications are then submitted by ESO's to City/County Partnership grant review committee
3. Review committee meets weekly and is made up of one representative from each municipal location
 - a. Note: Fabian Trujillo from the Office of Economic Development will sit on this Committee

Timeline & Responsibilities for Grant Program

- September 7 – October 2: Estimated time to complete internal legal due diligence, grant manager procurement, ESO Notice of funding and application review opportunity, procurement process approval, Grant Review Steering Committee rule approval, outreach materials design and production, etc.
- October 2 – December 4: Outreach, rules and education campaign; via various social, digital, mail, web and partner channels
- October 14th: Application process open for small businesses and non-profits with ESO's
- October 14 through December 31: Processing period for eligible grant applications. Note: grant applications processed until the City/County partnership depletes its fund allotment. This means, application disbursement is on a first come, first serve basis. While we cannot ensure complete equity, we have taken precautions to deliver aid proportional to loss.

Also, we will rely upon our community entrepreneurial support organizations partners to reach out to diverse segments of our population.

RECOMMENDED ACTION

Staff recommends that the Governing Body approve the City/County partnership Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING BETWEEN
SANTA FE COUNTY AND THE CITY OF SANTA FE**

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2020, between Santa Fe County, and the City of Santa Fe, both separate political subdivisions of the State of New Mexico, collectively referred to as the "Partners", establishing a partnership that will promote activities and programming related to community development. Qualifying programming, events, and activities jointly conducted by Santa Fe County and the City of Santa Fe through the Santa Fe County Community Development Division and the offices of Affordable Housing and Economic Development in the City of Santa Fe.

RECITALS

WHEREAS, the parties agree that the community and economic development needs and challenges present in the local region transcends (or does not respect) the jurisdictional boundaries of each body of government;

WHEREAS, in the era of scarce resources, the parties agree that a unified, collaborative partnership to implement community and economic development projects is foundational for cost-effective programming and stewardship of all collective resources;

WHEREAS, the parties agree that a formal agreement structuring the terms and responsibilities of each agency is important for the long-term viability of the partnership;

WHEREAS, the parties agree this will formalize their partnerships for community and economic development

programming and activities in accordance with the responsibilities, terms of understanding, and scope outlined in this agreement.

NOW, THEREFORE, it is mutually agreed by the Partners as follows:

1. **Statement of Cooperation:**

- a. *Fulfillment of Obligation:* The Partners agree to the responsibility of fulfilling all responsibilities laid out in the scope of work of each associated project detailed in this MOU;
- b. *Consistency of Marketing:* The Partners agree to adhere to the marketing and branding material guidelines detailed in each project included in this MOU;
- c. *Point of Contact:* The Partners agree to appoint a point of contact on each project detailed in this MOU;
- d. *Goals and Standards.* The Partners agree to operate in compliance and consistency with all standards and guidelines detailed in each project of this MOU;
- e. *Partnership Proprietary:* The Partners agree that all activities and materials created for projects in this MOU are proprietary to the Partnership and shall not be used for independent projects unless approved in writing from each member of the Partnership.

2. **Amendments.** This MOU, or the project listed within, shall not be altered, changed, or amended except by an instrument in writing executed by the Partners.

3. **Effective Date and Term.** This MOU shall become effective upon the date of last signature by the Partners, with a term of three (3) years from the date of the last signature or until it is terminated by either Partner by providing 30-days written notice to the other Partner.
4. **New Mexico Tort Claims Act.** No provisions of this MOU modifies or waives any sovereign immunity or limitation of liability enjoyed by Santa Fe County, the City of Santa Fe or any of their public employees in common law or under the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq. Any liability on the part of Santa Fe County or the City of Santa Fe is incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act.
5. **Appropriations and Authorizations.** This MOU's terms are contingent upon the Santa Fe County Board of County Commissioners and the City of Santa Fe's Governing Body, and the Legislature of the State of New Mexico granting sufficient appropriations and authorizations. If sufficient appropriations or authorization are not granted, either party may terminate this MOU. Either Partner's decision as to whether sufficient appropriations are available shall be final, binding and accepted by the other Partner.
6. **Projects.** Santa Fe County and the City of Santa Fe will have more joint projects in the future. Each project will be described and provided for by an amendment to this MOU and each project will complete the approval process of each Partner.

Project 1:

1a. **Project Title:** CARES ACT: Small Business and Non-profit Stabilization Grant Program.

1b. **Project description:** The State of New Mexico is providing Coronavirus Aid Relief funds to reimburse costs for small businesses expense due to COVID-19. On July 24, 2020, the State of New Mexico published the Notice ("Notice") indicating all Counties and Municipalities may apply for the local Government Care and Small Business Continuity Funds (the "Grant").

Santa Fe County and the City of Santa Fe have agreed to partner in the design of a Coronavirus Aid Relief Fund for the purpose of distributing funds to small businesses because the Partners have identified a need to provide financial assistance to small businesses who have been severely impacted by the health emergency caused by COVID-19.

Therefore, the Partners to this MOU agree to the general terms of this partnership as described in this MOU, and the Partners agree that the joint projects will be administered in accordance with all Grant requirements, including appropriate distribution of all Grant funds, and allowing up to five percent (5%) for administrative costs incurred by eligible affiliated vendors.

1c. **Statement of Cooperation**

- i. **Commitment to administering and implementing the Coronavirus Aid Relief Funds.** The Partners agree to their commitment to administer and implement the Funds in accordance with the requirements outlined in the Notice.

- ii. ***Goals and Standards.*** The Partners agree to administer the funding grant in a manner consistent with the standards provided in the Notice and all other mandates and regulations required by the State of New Mexico and the Federal government. It is the goal of the Partners to collaborate in an effort to aid financially distressed small businesses and to coordinate effectively amongst the Partners, as well as other community Participants, to identify, target and connect with businesses most in need of financial assistance.

1d. **Scope of Services for Project 1a.**

Santa Fe County responsibilities are, without limitation:

- i. Primary Administrator and fiscal agent point of contact for the Grant.
- ii. Designate one (1) County Staff Representative to attend and vote at all weekly Grant Review Committee Meetings.
- iii. Accept and process small business applications in accordance with grant requirements.
- iv. Manage all Grant Committee Meeting functions, including compilation of weekly Review Committee packages and approval or denial of applications, agendas, minutes, and notifications to small businesses of their grant award.
- v. Collect data on all received, approved and denied small business applications.
- vi. Provide monthly activity reports and final close-out reports with supporting documentation to governing bodies and the State of New Mexico as requested and required.
- vii. Process and pay all approved grants to grantees.
- viii. Be responsible for major oversight and tracking of all activity in accordance with the Grant.

City of Santa Fe responsibilities are, without limitation:

- i. Designate one (1) City of Santa Fe staff to attend and vote at all weekly Grant Review Committee Meetings.**
- ii. Provide monthly invoices to Santa Fe County in accordance with the reimbursable listing attached hereto and made a part hereof as Addendum "A".**
- iii. Provide monthly reports or reporting as required to the Santa Fe Governing Body or other designated government entity.**

Joint responsibilities, without limitation:

- i. Design and scheduling of advertising and marketing plan with Partner in order to maximize outreach to eligible small businesses.**
- ii. In coordination with Partner, contract with selected affiliated partners to accept and process small business applications in accordance with grant requirements.**
- iii. In coordination with Partner, select and manage the Grant and the Grant Agreement.**
- iv. Collect all small business applications from Partner and affiliated participants.**
- v. Design and scheduling of advertising and marketing plan with Partner in order to maximize outreach to eligible small businesses.**
- vi. In coordination with Partner, participate on the NOFA selection committee for selection of affiliated vendors to accept and process small business applications in accordance with grant requirements.**
- vii. In coordination with Partner, select and manage contract of the grant manager.**

7. Binding Certification: This MOU incorporates all the agreements, covenants, and understanding between the Partners concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this MOU. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless embodied in this MOU.

8. The effective date of this MOU is the date of last signature by the Partners hereto.

SANTA FE COUNTY

By: _____
Henry P. Roybal, Chair
Santa Fe County Board of Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date: _____

Approved as to form:

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

Date: September 11, 2020


Santa Fe County Finance Director 9/15/2020

CITY OF SANTA FE:

Alan M. Webber, Mayor

Date: _____

ATTESTATION:

Yolanda Y. Vigil, City Clerk

Date: _____

APPROVED AS TO FORM:

Andrea Salazar for
Andrea Salazar for (Sep 14, 2020 15:56 MDT)

Erin K. McSherry, City Attorney

Date: _____

APPROVED AS TO FINANCE:

Mary McCoy, Finance Director

Date: _____



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Louisiana, New Mexico

10101 Hillwood Parkway
Fort Worth, TX 76177

Ms. Jarel Lapan Hill
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504

Dear Ms. Lapan Hill:

We are transmitting to you for execution the Grant Offer offered in accordance with section 185 of the Consolidated Appropriations Act, 2018 (Public Law Number 115-141), Grant No. **3-35-0037-052-2020** at Santa Fe Municipal Airport in Santa Fe, NM. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature **on or before September 15, 2020**.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.

2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Noemi Cuevas, (817) 222-5352, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in black ink that reads "Lacey D Spriggs". The signature is written in a cursive style. Below the signature, there is a blue horizontal line.

Lacey D Spriggs (Sep 11, 2020 09:15 CDT)

Lacey D. Spriggs
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I - OFFER

Federal Award Offer Date	September 11, 2020
Airport/Planning Area	Santa Fe Municipal
Supplemental Appropriation Grant Number	3-35-0037-052-2020
Unique Entity Identifier	069420818
TO:	City of Santa Fe (herein called the "Sponsor")

FROM: **The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")**

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 3, 2020, for a grant of Federal funds for a project at or associated with the Santa Fe Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Santa Fe Municipal Airport (herein called the "Project") consisting of the following:

Reconstruct Taxiway G-Phase I (1,590 feet - Station 10+00 to 25+90.10) Supplemental 2018

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Consolidated Appropriation Act, 2019, Public Law Number 116-6, Section 185, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (See 2018 FAA Reauthorization grant condition.), (b) the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, AND PRIORITY**

CONSIDERATIONS:**CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,875,000.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning
\$1,875,000 airport development or noise program implementation; and,
\$0 for land acquisition.

2. **Period Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the Consolidated Appropriations Act, 2018 (Public Law Number 115-141), regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before September 15, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the

purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Supplemental Appropriation Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation. The supplemental appropriation funds will be available until September 20, 2020.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects if funds are available;
 - C. May be increased by not more than 15 percent for land project if funds are available.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Priority Consideration Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 12/10/2018, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.**23. Employee Protection from Reprisal.****A. Prohibition of Reprisals -**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint - A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General - Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the

offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

25. Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise

(ACDBE) Program. The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), 2 and if applicable its ACDBE program.

26. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

27. Project which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

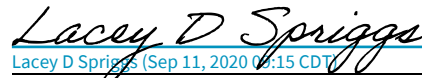
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

28. Plans and Specifications Prior to Bidding. The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

29. Consultant Contract and Cost Analysis. The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Lacey D Spriggs (Sep 11, 2020 09:15 CDT)
(Signature)

Lacey D. Spriggs
(Typed Name)

Manager, LA/NM Airports District Office
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Santa Fe

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

Jarel Lapan Hill

(Typed Name of Sponsor's Authorized Official)

Title:

City Manager

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power Plant and Industrial Fuel Use Act of 1978 - Section 403 - 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 - Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that -

- a. by gross weights of such aircraft is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **City of Santa Fe**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

- 1) Describes the requests;
- 2) Provides an explanation as to why the requests could not be accommodated; and
- 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVIS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE	
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects	
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects	
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects	
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals	
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects	
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements	
150/5380-7B	Airport Pavement Management Program	
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness	pard

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

SAF

5a. Federal Entity Identifier:

3-35-0037-052-2020

5b. Federal Award Identifier:

3-35-0037-052-2020

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Santa Fe

* b. Employer/Taxpayer Identification Number (EIN/TIN):

85-6000168

* c. Organizational DUNS:

0694208180000

d. Address:

* Street1: PO Box 909

Street2:

* City: Santa Fe

County/Parish:

* State:

NM: New Mexico

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code: 87504-0909

e. Organizational Unit:

Department Name:

Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Mark

Middle Name:

* Last Name:

Baca

Suffix:

Title: Airport Manager

Organizational Affiliation:

Santa Fe Regional Airport

* Telephone Number: 505-955-2901

Fax Number:

* Email: mdbaca@santafenm.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration - Southwest Region

11. Catalog of Federal Domestic Assistance Number:

20-106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

N/A

* Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Taxiway G Phase I Construction to include reconstruction of the existing pavement section and lighting system from Sta. 10+00 to Sta. 25+90.10

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant NM-003

* b. Program/Project NM-003

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2021

* b. End Date: 12/31/2021

18. Estimated Funding (\$):

* a. Federal	1,875,000.00
* b. Applicant	62,500.00
* c. State	62,500.00
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	2,000,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Mark

Middle Name:

* Last Name: Baca

Suffix:

* Title: Airport Manager

* Telephone Number: 505-955-2901 Fax Number:

* Email: mdbaca@santafenm.gov

* Signature of Authorized Representative:

Mark Baca

* Date Signed:

8-3-2020

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City has land use zoning.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

Not applicable.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

An ODO was submitted for the project and the project is listed on the airport CIP.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Consideration has been given to the interest of the community.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The City will notify users that will be potentially affected by the project.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not applicable.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not applicable.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 1,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			168,336
5. Other Architectural engineering fees			
6. Project inspection fees			130,487
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,700,177
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 2,000,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			2,000,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 2,000,000
19. Federal Share requested of Line 18			1,875,000
20. Grantee share			62,500
21. Other shares			62,500
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 2,000,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	62,500
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 62,500
25. Other Shares	Amount
a. State	62,500
b. Other	
c. TOTAL - Other Shares	\$ 62,500
26. TOTAL NON-FEDERAL FINANCING	\$ 125,000

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Taxiway G Phase I Construction

AIRPORT: Santa Fe Regional Airport (SAF)

1. Objective:

The Taxiway G pavement is experiencing significant oxidation and severe cracking. It is currently the oldest pavement on the airfield and the highest priority for reconstruction. The objective of this project is to design and construct Phase I of the taxiway pavement to meet current FAA pavement and geometry standards. In conjunction, the lighting system will be updated with cable in conduit and LED edge lights on cans. Phase I begins at the Runway 15 intersection, Station 10+00, and continues southeast to Station 25+90.10. In total, Phase I consists of 1,590.1 feet of taxiway reconstruction.

2. Benefits Anticipated:

By reconstructing Taxiway G, the airport will avoid major pavement failure which includes FOD, potholes and deformation. Pavement failure can cause damage to aircraft and closure of movement areas which impedes operations. Ultimately, the airport will increase safety and reduce risk by improving the surface of Taxiway G.

3. Approach: (See approved Scope of Work in Final Application)

The Sponsor intends to use a traditional design, bid, build procurement procedure. The engineering consultant will assist with applicable processes as needed.

4. Geographic Location:

The Santa Fe Regional Airport is located ten miles southwest of the City of Santa Fe, New Mexico in Santa Fe County.

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Mark Baca - Airport Manager
PO Box 909, Santa Fe, NM 87504
505-955-2901

SPONSORS BUDGET ANALYSIS

LOCATION:	Santa Fe Regional Airport
AIP PROJECT NUMBER:	3-35-0037-052-2020

PROJECT COSTS	
CONSTRUCTION	\$ 1,700,177.29
ENGINEERING (DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES)	\$ 168,336.24
ADMINISTRATIVE (DBE)	\$ 1,000
OBSERVATION AND TESTING	\$ 130,486.47
TOTAL	\$ 2,000,000.00

REMARKS:

Taxiway G Phase I Construction to include pavement reconstruction and a new lighting and signing system. Phase I is from Sta. 10+00 to Sta. 25+90.10. All costs include applicable NMGRT Rates.

PROJECT COSTS:	\$	<u>2,000,000.00</u>
FAA share (93.75%)	\$	<u>1,875,000</u>
STATE share (3.125%)	\$	<u>62,500.00</u>
SPONSOR share (3.125%)	\$	<u>62,500.00</u>

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

City of Santa Fe

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr. * First Name: Mark Middle Name:
* Last Name: Baca Suffix:
* Title: Airport Manager

* SIGNATURE:

Mark Baca

* DATE:

08-03-2020

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Santa Fe

Airport: Santa Fe Regional Airport

Project Number: 3-35-0037-052-2020

Description of Work: Taxiway G Phase I Construction

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing ~~were or~~ will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, ~~were or~~ will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications ~~were or~~ will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor ~~has taken~~ or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications ~~were applied~~ or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor ~~has notified~~ or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance ~~were~~ or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor ~~were~~ or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection ~~was~~ or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project ~~was~~ or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor ~~has taken or~~ will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor ~~has revised or~~ will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: City of Santa Fe

Name of Sponsor's Authorized Official: Mark Baca

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Santa Fe

Airport: Santa Fe Regional Airport

Project Number: 3-35-0037-052-2020

Description of Work: Taxiway G Phase I Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been ~~or will be~~ published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been ~~or will be~~ established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been ~~or will be~~ given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been ~~or will be~~ notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Santa Fe Regional Airport
Address: 121 Aviation Dr, Santa Fe, NM 87507

Location 2 (if applicable)

Name of Location:
Address:

Location 3 (if applicable)

Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: City of Santa Fe

Name of Sponsor's Authorized Official: Mark Baca

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: Mark Baca

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Santa Fe

Airport: Santa Fe Regional Airport

Project Number: 3-35-0037-052-2020

Description of Work: Taxiway G Phase I Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is ~~or will be~~ in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel ~~are or~~ will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included ~~or will include~~ clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented ~~or will implement~~ monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was ~~or will be~~:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested ~~or will request~~ FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes ~~or will include~~ the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was ~~or will be~~ obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☒ Yes ☐ No ☐ N/A
9. All construction and equipment installation contracts contain ~~or will contain~~ provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain ~~or will contain~~ the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)
- ☒ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain ~~or will contain~~ a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain ~~or will contain~~ the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place ~~or will be in place~~ (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include ~~or will include~~ provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: City of Santa Fe

Name of Sponsor's Authorized Official: Mark Baca

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: Mark Baca

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Santa Fe

Airport: Santa Fe Regional Airport

Project Number: 3-35-0037-052-2020

Description of Work: Taxiway G Phase I Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were ~~or will be~~ prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate ~~or will incorporate~~ a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included ~~or will be included~~ in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been ~~or will be~~ omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use ~~or will not use~~ "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose ~~or will not impose~~ geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include ~~or will include~~ sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include ~~or will include~~ explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was ~~or will be~~ obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate ~~or will incorporate~~ applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply ~~or will comply~~ with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include ~~or will include~~ process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has ~~or will~~ prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been ~~or will be~~ incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project ~~was~~ or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: City of Santa Fe

Name of Sponsor's Authorized Official: Mark Baca

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: Mark Baca

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: City of Santa Fe

Airport: Santa Fe Regional Airport

Project Number: 3-35-0037-052-2020

Description of Work: Taxiway G Phase I Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has ~~or will have~~ good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been ~~or will be~~ extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is ~~or will be~~ leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☒ Yes ☐ No ☐ N/A

4. Property in the project is ~~or will be~~ in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- ☒ Yes ☐ No ☐ N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☐ Yes ☐ No ☒ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
- a. The right of flight;
 - b. The right of ingress and egress to remove obstructions; and
 - c. The right to restrict the establishment of future obstructions.
- ☐ Yes ☐ No ☒ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
 - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- ☐ Yes ☐ No ☒ N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☐ Yes ☐ No ☒ N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- ☐ Yes ☐ No ☒ N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
 - b. Supporting documents for settlements included in the project files.
- ☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
 - b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: City of Santa Fe

Name of Sponsor's Authorized Official: Mark Baca

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Designated Official Representative: Mark Baca

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Santa Fe

Airport: Santa Fe Regional Airport

Project Number: 3-35-0037-052-2020

Description of Work: Taxiway G Phase I Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure ~~or will ensure~~ full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded ~~or will exclude~~ any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes ~~or will describe~~ specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized ~~or will publicize~~ a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based ~~or will base~~ selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified ~~or will verify~~ that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to ~~or will agree to~~:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated ~~or will negotiate~~ a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies ~~or will identify~~ costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared ~~or will prepare~~ a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated ~~or will incorporate~~ mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established ~~or will establish~~:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using ~~or will not use~~ the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , 2020 .

Name of Sponsor: City of Santa Fe

Name of Sponsor's Authorized Official: Mark Baca

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: Mark Baca

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Santa Fe

Airport: Santa Fe Regional Airport

Project Number: 3-35-0037-052-2020

Description of Work: Taxiway G Phase I Construction

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: City of Santa Fe

Name of Sponsor's Authorized Official: Mark Baca

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: Mark Baca

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

City of Santa Fe New Mexico

MEMO

DATE: September 14, 2020

TO: Mayor and Governing Body

VIA: 
Regina Wheeler, Public Works Director

FROM: Mark Baca, Airport Manager^{MB}

ISSUE: SAF 3-35-0037-053-2020 AIP Supplemental Grant for \$783,680 for Taxiway Golf Reconstruction and Design

SUMMARY:

Santa Fe Regional Airport's Taxiway Golf that serves Runway 15 has reached the end of its useful life and has been experiencing significant pavement failures. Mitigation of these issues can be achieved through the process of re-construction and the placement of new pavement. This process will also improve the weight-bearing capacity and long-term viability of this important taxiway.

An Invitation to Bid (ITB) was published and the bids received were higher than the estimated cost completed in July of 2018 for this project. The qualifying bid from Albuquerque Asphalt was \$2,121,360.90. Grant #SAF 3-35-0037-053-2020 in the amount of \$1,875,000 provided a portion of the funding for this project. This supplemental grant for \$783,680 was applied for and awarded to cover the remainder of the project costs. These reimbursement grants will cover 93% of the project costs and funds will be available once the grants have been executed by both parties. The remaining 7% will be split funded with city matching funds in the amount of \$27,429 (3.5%) and the New Mexico Department of Transportation Aviation Division (NMDOTAD) Grant 20-03 in the amount of \$27,429 (3.5%).

ACTION:

Approval of Grant Agreement SAF 3-35-0037-053-2020 in the amount of \$783,680.