



## Agenda

Regular Meeting of the Public  
Works and Utilities Committee  
June 2, 2025 at 5:00 PM  
Council Chambers, City Hall  
200 Lincoln Avenue

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### Procedures for Public Works and Utilities Committee Meeting

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
  - a. Parks & Open Space Capital Projects Update (Scott A. Overlie, PW Project Manager III; [saoverlie@santafenm.gov](mailto:saoverlie@santafenm.gov))
7. Action Items: Consent Agenda
  - a. Request for Approval of the May 19, 2025 Public Works and Utilities Committee Meeting Minutes. (Xavier Vigil, Assistant City Clerk; [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov))

#### **Committee Review:**

Public Works and Utilities Committee: 06/02/2025

- b. Request for Approval of a Budget Amendment Resolution in the Total Amount of \$150,000 From Capital Fund Balance into Facilities Division WIP Construction for Repairs to the City Hall Elevator. (Caryn Grosse, Facilities Division Project Manager III, [clgrosse@santafenm.gov](mailto:clgrosse@santafenm.gov)).

#### **Committee Review**

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- c. Request for Approval to Purchase Roadway Marking Materials from 3M Library Transportation Safety Division in the Total Amount of \$360,307.40 Excluding NMGRT. (Jose Lerma, Traffic Operations Manager, [jnlerma@santafenm.gov](mailto:jnlerma@santafenm.gov))

**Committee Review:**

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- d. Request for Approval of Memorandum of Agreement with Santa Fe Public Schools for the School Crossing Guard Program in the Total Amount of \$900,000 for a Four Year Term. (Jennifer Morrow, Complete Streets Division Director; [jmorrow@santafenm.gov](mailto:jmorrow@santafenm.gov))

**Committee Review:**

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- e. Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Department of Transportation for Federal Transit Administration Section 5310 Funding for Public Transportation Services in the Total Amount of \$668,072.30 Through September 30, 2025. (Gabrielle Chavez, Transit Director of Administration; [gnchavez@santafenm.gov](mailto:gnchavez@santafenm.gov))

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate \$534,458 from the MOA to Transit FY25 Revenue, Vehicles Under 1.5 Tons and Data Processing Equipment.

**Committee Review:**

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- f. Request for Approval to Exercise Renewal Option on Item #23-0689 with Vector Airport Systems LLC, for the Collection of Aircraft Landing and Parking Fees at the Santa Fe Regional Airport. (Kelly Bynon, Administrative Manager; [kabynon@santafenm.gov](mailto:kabynon@santafenm.gov) and Jimmy Gunn, Interim Airport Director; [jdgunn@santafenm.gov](mailto:jdgunn@santafenm.gov))

**Committee Review:**

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- g. CONSIDERATION OF RESOLUTION NO. 2025-\_\_\_\_. (Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Alma Castro, and Councilor Amanda Chavez) A Resolution Identifying City Property at 2395 Richards Avenue as a Location for a Micro Community to Provide Shelter and Supportive Services for Individuals Experiencing Homelessness in Santa Fe. (Henri Hammond-Paul, Community Health and Safety

Director; hmhammondpaul@santafenm.gov)

**Committee Review:**

Governing Body (Introduced): 05/28/2025

Public Works and Utilities: 06/02/2025

Governing Body Special Meeting: 06/03/2025

Quality of Life Committee: 06/04/2025

Governing Body: 06/11/2025

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: June 9, 2025
14. 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.



# CAPITAL PROJECTS

## *UPDATE*

MAY 19, 2025



CITY OF SANTA FE  
PARKS & OPEN SPACE





## RECENTLY COMPLETED CAPITAL PROJECTS

- Fort Marcy Park**  
*New Pickleball Courts*
- Salvador Perez Park | Multi-Sport Field**  
*New Synthetic Turf Surfacing*
- Ragle Park | Baseball Field #1**  
*New Synthetic Turf Surfacing*
- Alto Park and Salvador Perez Park**  
*New Surfacing for Tennis Courts*



# Fort Marcy Park

## New Pickleball Courts



# Fort Marcy Park

## New Pickleball Courts



# Salvador Perez Park | Multi-Sport Field

## New Synthetic Turf Surfacing



# Ragle Park | **Baseball Field #1**

## New Synthetic Turf Surfacing



# Alto and Salvador Perez Park

## New Surfacing for Tennis Courts





# ONGOING CAPITAL PROJECTS

## **Shelby St. & Alameda St. Pedestrian Bridge**

Currently in design and historical review, 30% review expected in July 25' at an *'Early Neighborhood Notification'* meeting.

## **SWAN Park | Phase II**

Currently in design, schematic plan review expected in June/July 25'.

## **Santa Fe Median Beautification Project**

Currently in design, phase I construction expected to start Spring/Summer 26' on Airport Rd.

## **Municipal Recreation Complex | Soccer Valley Expansion Project**

Currently in stakeholder and public engagement and design, 30% review expected late Summer 25'.

## **Water History Park | Historical Signage Project**

Contractor has been secured, and the project *'Early Neighborhood Notification'* is scheduled for the end of June 25'.

## **Fort Marcy Park Improvement Project**

Currently in design with an *'Early Neighborhood Notification'* expected at the end of June 25'; some repair improvements will be completed prior to Fall 25'.




# Fort Marcy Park


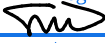
## Planned Improvements



**Date:** May 16, 2025

**To:** Governing Body

**From:** Caryn Grosse, Facilities Division Project Manager III 

**Via:** Regina Wheeler, Public Works Department Director   
Sam Burnett, Facilities Division Director   
Regina Wheeler (May 16, 2025 12:17 MDT)  
JOHN BURNETT (May 16, 2025 12:14 MDT)

**Subject:** Budget Amendment Resolution for City Hall Elevator Project

**Vendor Name:** TK Elevator Corporation

**Vendor Number:** 8472

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**ACTION:**

Request for Approval of a Budget Amendment Resolution to Transfer \$150,000 From Capital Fund Balance into Facilities Division WIP Construction for Repairs to the City Hall Elevator. (Caryn Grosse, Facilities Division Project Manager III, [clgrosse@santafenm.gov](mailto:clgrosse@santafenm.gov)).

**CONTRACT NUMBER:**

The FY25 Munis Contract Number is 3203873.

**BACKGROUND AND SUMMARY:**

The elevator at City Hall has experienced increasing periods of downtime, driven by both age and consistent heavy use. While the Facilities Management Division (FMD) maintains a Gold-Level Service Agreement with TK Elevator Corporation (TKE), ensuring regular inspection and preventative maintenance, the system's overall reliability continues to decline.

To address this, FMD recommends full elevator modernization. This effort will upgrade core mechanical and control components, resulting in improved reliability, reduced maintenance needs, and greater ease of service over time. Similar modernizations completed at the Main Library and Sandoval Parking Garage within the past two years have yielded excellent performance and operational improvements.

To move this work forward, FMD is requesting approval of a Budget Amendment Request (BAR) to transfer funds from the Capital Fund Balance into the FMD Work-in-Progress (WIP) Construction account. This will allow the project to proceed without delay and ensure continued accessibility and safety for City Hall visitors and staff.

**ATTACHMENTS:**

Budget Amendment Resolution (BAR)

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

Fund Name/Number: Capital Fund Balance / 320  
Munis Org Name/Number: Facilities Division / 3209980  
Munis Object Name/Number: WIP Construction / 572970  
Munis Expenditure Object Name/Number: WIP Construction / 572970

Budget Officer/Designee: Andy Hopkins Date: \_\_\_\_\_  
Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method is an existing on-call contract with TKE Item #23-0434 which expires on May 31, 2027.

Chief Procurement Officer (CPO)/Designee: \_\_\_\_\_ Date: \_\_\_\_\_  
CPO Comment/Exceptions: \_\_\_\_\_

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

**Treasury/Point of Sale Components included?**  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

**Vehicles included?**  Yes |  No

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

**Construction to City Facilities, Furniture, and/or Fixtures, included?**  Yes |  No

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: JOHN BURNETT (May 16, 2025 12:14 MDT)

**Capital Asset or Project?**  Yes |  No

Project Ledger Number FMD2532009  
Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: Josie Bolden

**Is this a Grant Funded Purchase?**  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

Log # (Finance use <i>only</i> ):	
Journal # (Finance use <i>only</i> ):	


## City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Public Works / Facilities					DATE 5/16/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
WIP Construction	3209980	572970	FMD2532009	150,000		
1/2% Capital GRT Fund/Capital Transfer to Facilities CIP Fund	3650433	760320		150,000		
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
Facilities CIP Fund/Capital Transfer from 1/2% Capital GRT Fund	3209980	660365		(150,000)		

**JUSTIFICATION:** *(use additional page if needed)*  
 --Attach supporting documentation/memo

<b>\$</b>	<b>150,000</b>	<b>\$</b>	<b>-</b>
<i>{Complete section below if BAR results in a net change to ANY Fund}</i>			
Fund(s) Affected	Fund Balance Increase/(Decrease)		
<b>TOTAL:</b>	<b>0</b>		

FY25 to fund City Hall Elevator renovations

De Alva Calabaza Prepared By <i>(print name)</i>  Business Operations Manager Signature (optional) Regina Wheeler Department Director Signature	5/16/2025 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>  <b>CITY COUNCIL APPROVAL</b>  City Council Approval Date <input style="width: 100px; height: 20px;" type="text"/>  Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	 Budget Officer Finance Director {≤ \$5,000} City Manager {≤ \$60,000}	Date Date Date Date
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# Memo\_City Hall Elevator BAR\_5 16 25 SBCG ELK RW


Final Audit Report


2025-05-19


Created:	2025-05-16
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA4Pa-2_fa7js0nP7F7qORJkbLmPGV3xLE


## "Memo\_City Hall Elevator BAR\_5 16 25 SBCG ELK RW" History


-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)  
2025-05-16 - 6:04:33 PM GMT- IP address: 63.232.20.2
-  Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature  
2025-05-16 - 6:10:08 PM GMT
-  Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)  
2025-05-16 - 6:10:39 PM GMT- IP address: 104.47.64.254
-  Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)  
Signature Date: 2025-05-16 - 6:10:54 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature  
2025-05-16 - 6:10:56 PM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)  
2025-05-16 - 6:14:35 PM GMT- IP address: 174.240.21.199
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)  
Signature Date: 2025-05-16 - 6:14:58 PM GMT - Time Source: server- IP address: 174.240.21.199
-  Document emailed to rawheeler@santafenm.gov for signature  
2025-05-16 - 6:14:59 PM GMT
-  Email viewed by rawheeler@santafenm.gov  
2025-05-16 - 6:15:42 PM GMT- IP address: 63.232.20.2
-  Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler  
2025-05-16 - 6:16:59 PM GMT- IP address: 63.232.20.2


 Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2025-05-16 - 6:17:01 PM GMT - Time Source: server- IP address: 63.232.20.2


 Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature  
2025-05-16 - 6:17:03 PM GMT

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2025-05-19 - 1:32:34 PM GMT- IP address: 63.232.20.2

 Document e-signed by Josie Bolden (jxbolden@santafenm.gov)  
Signature Date: 2025-05-19 - 1:34:49 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-19 - 1:34:50 PM GMT

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2025-05-19 - 5:25:36 PM GMT- IP address: 104.47.65.254

 Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Decline reason: The balance is available in fund 365, not fund 210. The transfer to 3209980 should be coming from one of your 365- series org codes. Also, please remove the project code from the transfer in line (under revenues) - the PL code goes only with the expenditure increase, not with the transfer in or out.  
2025-05-19 - 5:27:34 PM GMT- IP address: 63.232.20.2






# Memo\_City Hall Elevator BAR\_5 16 25 SBCG ELK RW..

Final Audit Report

2025-05-19

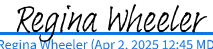
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By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
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-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature  
2025-05-19 - 7:42:59 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2025-05-19 - 8:20:52 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2025-05-19 - 8:21:17 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2025-05-19 - 8:21:17 PM GMT

**Date:** April 1, 2025

**To:** Governing Body

**Via:** Regina Wheeler, Public Works Director   
Regina Wheeler (Apr 2, 2025 12:45 MDT)

Jennifer Morrow, Complete Streets Director   
Jennifer Morrow (Apr 2, 2025 12:03 MDT)

**From:** José Lerma, Traffic Operations Manager 

**Subject:** Roadway Marking Materials

**Vendor Name:** 3M Library Transportation Safety Division

**Munis Vendor Number:** 2924

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**ITEM AND ISSUE:**

Request for Approval to Purchase Roadway Marking Materials from 3M Library Transportation Safety Division in the Total Amount of \$360,307.40 Excluding NMGRT. (Jose Lerma, Traffic Operations Manager, [jlerma@santafenm.gov](mailto:jlerma@santafenm.gov))

**BACKGROUND AND SUMMARY:**

The Public Works Traffic Operations Section needs roadway marking materials to replace old faded, worn out and damaged roadway markings city wide. City staff will install the new marking material this summer into the fall on crosswalks, vehicle lane lines, stop bars, lane arrow symbols, median gores and speed hump markings. One time funding appropriated in FY25 will be used for this purchase.

**FUNDING SOURCE:**

**Fund Name/Number:** General Fund/Fund 100

**Munis Org Name/Number:** Paint & Sign Operations/Maint/1000412

**Munis Object Name/Number:** Operating Supplies/530200

**Budget Officer / Designee:** *Andy Hopkins*

**Budget Officer Comment / Exceptions:** \_

**ATTACHMENTS:**

Vendor's Quote

Statewide Price Agreement



**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement Sign and Pavement Marking Material, Reflective, Price Agreement Number: 40-80500-23-17073

Chief Procurement Officer (CPO) / Designee: [Signature] Date: 05/16/2025

CPO Comment/Exceptions: Ensure the PO adequately identifies the price agreement relied upon.

**ASSOCIATED APPROVALS:**

IT Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_ Vehicles included?

Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Construction to City Facilities, Furniture, and/or Fixtures included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this an externally funded purchase?  Yes |  No

If yes, what is the issuing agency: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project?  Yes |  No

Project Ledger Number: ST2510000

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

3M Transportation Safety Division  
 3M Center, Building 225-04-N-14  
 St. Paul, MN 55144-1000  
 FAX: 1-800-591-9293  
 Toll Free 1-800-553-1380



Sold-to: City of Santa Fe (16134707)  
 200 Lincoln Ave  
 SANTA FE, New Mexico 87501-1904  
 Ship-to: City of Santa Fe (16134707)  
 200 Lincoln Ave  
 SANTA FE, New Mexico 87501-1904

Quotation Number: CITYOFSANTAFENM04152025(1)  
 Quotation Date: 04/15/2025  
 Expiration Date\*: 06/15/2025

Attn: Jose Lerma  
 From: Tara Nachtigal  
 Phone: 800-553-1380  
 Email: [3msupport.twestcoast.us@mmm.com](mailto:3msupport.twestcoast.us@mmm.com)  
 bCom: Contact us for a reg code for online ordering

Payment Terms: Net 30 Days  
 Contract: D005939504  
 Delivery: Contact your CSR  
 Time:  
 F.O.B.: See Below

Material	QTY	UoM	Description	Unit Price	Ext. Price
7000055490	3	DR	1172C RED EC FILM NP 36" X 50 YD	\$360.0000	\$1,080.00
7000055547	2	DR	1175C BLUE EC FILM NP 36INX50YD	\$360.0000	\$720.00
7000055485	5	ROL	1177C GRN EC FILM NP 36" X 50YD	\$360.0000	\$1,800.00
7000004882	3	ROL	3931 YELLOW HI PRISMATIC 36"x50YD	\$450.0000	\$1,350.00
7000148635	40	Rol	A380IES 4"x30YD, WHT	\$195.0000	\$7,800.00
7100236035	20	Rol	A381IES(T) 4"x30YDS, YLW	\$195.0000	\$3,900.00
7100035553	30	Rol	A380IES 8"x30YD, WHT	\$390.0000	\$11,700.00
7000129505	384	Rol	A380IES 12"x30YD, WHT	\$585.0000	\$224,640.00
7010302715	50	CV	SMS-L380IES-LA LFT ARROW, 8', WHT, 4/PK	\$1,066.5200	\$53,326.00
7010343798	20	CV	SMS-L380IES-RA RHT ARROW, 8', WHT, 4/PK	\$1,066.5200	\$21,330.40
7100241155	100	EA	SMS-L380IES SPEED HUMP, 6', WHT, 2/PK	\$326.6100	\$32,661.00
<b>Total:</b>					<b>\$360,307.40</b>

**F.O.B: Shipping Point. Freight charges via cheapest method prepaid and allowed. \*\*The minimum acceptable order dollar value is \$1,000. A small order fee of \$100 will be applied for orders below the minimum dollar value requirement.**

**To place an order or ask for bCom registration code, please reach out via the email or phone listed above.** To be assured of these prices if an order is issued, please note on the order "These prices in accordance with Quotation Number "CITYOFSANTAFENM04152025(1)" (complete with the quotation from above). \* Prices quoted herein are firm for a period of 60 days after quotation date. For quotes beyond 60 days, prices are subject to increase with 30-day notification. \* Some products may have minimum quantity requirements. \* Pricing is subject to variation based on sizing and other characteristics. Nonstandard upcharges may or may not be included in the pricing quoted above. Please contact your customer service representative if you have questions or concerns. Applicable tax exemption documents should be included with your order. **\*\*Government agencies exempt from minimum order dollar value & small order fee.**

1. Delivery of plus 10% or minus 10% of ordered quantity shall constitute fulfillment of the order. We will endeavor to supply the exact number of units specified. 2. Any claim for loss or damage caused by the transporting carrier(s) must be supported with a delivery receipt, noting such shortage or damages and signed by the delivering carriers driver, and/or a carrier inspection report. When damage is concealed at time of delivery, an inspection by the carrier must be requested as soon as possible but not later than fifteen days from delivery. Any defects in material must also be reported within fifteen days after receipt of goods. 3. We assume no responsibility for any loss or damage incurred due to delay or inability to deliver, caused by fire, strikes, accident, embargoes, car shortages, delays of carriers, insurrection, riot, acts of civil or military authorities or acts of God. 4. In cases where special transportation routing is requested, we will charge back the cost of the special routing. 5. This quotation is based on continuous production of

*the quantities specified. 6. Prices quoted are for a single destination with no drop shipping allowed unless other specified above. 7. The above quotation does not include any Federal, State or Local taxes unless so indicated. 8. Orders are subject to 3M Credit Department approval.*



**State of New Mexico  
General Services Department  
Purchasing Division**

**Price Agreement Amendment**

**Awarded Vendor:**  
**4 Vendors**

Number: 40-80500-23-17073

Amendment No.: One

Term: April 4, 2024 - April 4, 2026

**Ship To:**  
**As Requested on page 11 & 12**

Procurement Specialist: Patrick Gardner *PG*

Telephone No.: (505) 637-1876

Email: Patrick.Gardner@gsd.nm.gov

**Invoice:**  
**As Requested on page 11 & 12**

**For questions regarding this contract please contact:**  
**India Garcia (505) 690-7383**

**Title: Sign and Pavement Marking Material, Reflective**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 4, 2025 to April 3, 2026 at the same price, terms and conditions. This Agreement was not extended for vendor (AC) San Bar Construction Corp.**

**Remove Item #53 for vendor (AD) Perform, LLC from the Price Agreement:**

53	6	Each	Heat Gun- For applying pre-formed thermoplastic bid items. Vendor to furnish a complete price list for replacement parts.	<b>(AD) \$900.00</b>
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**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

*Dorothy Mendonca*  
Dorothy Mendonca  
New Mexico State Purchasing Agent

Date: 4/3/2025



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**  
**5 Vendors (See Page 6)**

Price Agreement Number: **40-80500-23-17073**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Page 6**

**Ship To:**  
As Requested on page 11

Procurement Specialist: **Theresa Mendibles** *TM*

Telephone No.: **(505) 795-1894**

Email: **theresa.mendibles@gsd.nm.gov**

**Invoice:**  
As Requested on page 11

**For questions regarding this agreement please contact:  
India Garcia (505) 690-7383**

Title: **Sign and Pavement Marking Material, Reflective**

Term: **April 4, 2024 thru April 3, 2025**

**This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.**

This Price Agreement is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies. Prior to utilizing this Price Agreement, the New Mexico Department of Transportation must be notified, and the user must request approval. Vendor/Contractor is to take note that NMDOT has precedent for the usage of this Price Agreement. If a Statutory limit is set on a Price Agreement and that cumulative limit has been met, the Price Agreement will be cancelled. When applicable all purchase orders referencing this price agreement must report their expenditures to the General Services Department/State Purchasing Division..

**Accepted for the State of New Mexico**

*Dorothy Mendonca*

Date: 4/4/2024

DOROTHY MENDONCA  
New Mexico State Purchasing Agent

This has been signed on behalf of the State Purchasing Agent.

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 40-80500-23-17073

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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable

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for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or

negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

**12. Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

**13. Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

**14. The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**15. Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

**16. Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**17. Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

**18. Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

**19. Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

**20. Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

**21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for

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Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

### New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

### Department Price Agreement

#### Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

#### Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

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**Article III – Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

**Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

**Article V - Termination**

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

**Article VII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

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**(AA) 0000014891**

3M Company  
2807 Paysphere Circle  
Chicago, IL 60674  
(800) 553-1380  
[3msupport.tsdcsl.us@mmm.com](mailto:3msupport.tsdcsl.us@mmm.com)

**Payment Term:** Net 30  
**FOB:** Destination  
**Delivery:** 20 - 120 days ARO

**(AB) 0000055974**

Avery Dennison Corporation  
P.O. Box 96989  
Chicago, IL 60693  
(877) 214-0909  
[reflective.bids@averydennison.com](mailto:reflective.bids@averydennison.com)

**Payment Term:** Net 30  
**FOB:** Destination  
**Delivery:** 30 Days ARO

**(AC) 0000113804**

Interwest Safety Supply  
5821 Coronado Ave, NE  
Albuquerque, NM 87109  
(505) 850-3646  
[massaad@iwsafety.com](mailto:massaad@iwsafety.com)

**Payment Term:** Net 30  
**FOB:** Destination  
**Delivery:** Destination

**(AD) 0000179464**

Preform, LLC  
3845 Deerpark Blvd.  
Elkton, FL 32033  
(888) 825-5161, (512) 736-5282 (Direct)  
[bids@preform.us](mailto:bids@preform.us)

**Payment Term:** Net 30  
**FOB:** Destination  
**Delivery:** 14-25 Days ARO

**(AE) 0000049822**

San Bar Construction Corp  
9101 Broadway Blvd SE  
Albuquerque, NM 87105  
(505) 452-8000  
[larry@sanbarcc.com](mailto:larry@sanbarcc.com)  
[alyssa@sanbarcc.com](mailto:alyssa@sanbarcc.com)

**Payment Term:** Net 30  
**FOB:** Destination  
**Delivery:** As Requested

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**Specifications:**

Establish a price agreement for Sign & Pavement Marking Material, Reflective for the New Mexico Department of Transportation (NMDOT). This is a materials only price agreement.

All products purchased under this Price Agreement shall meet the specifications as set forth in this price agreement, and all applicable New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings, and supplemental specifications (current edition). They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section (505) 469-4983.

This Price Agreement is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies. Prior to utilizing this Price Agreement, the New Mexico Department of Transportation must be notified, and the user must request approval. Vendor/Contractor is to take note that NMDOT has precedent for the usage of this Price Agreement. If a Statutory limit is set on a Price Agreement and that cumulative limit has been met, the Price Agreement will be cancelled. When applicable all purchase orders referencing this price agreement must report their expenditures to the General Services Department/State Purchasing Division.

Vendors are required to ensure that the products used in conjunction with this Price Agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 819-8513 or by email at [NMDOTAPL@dot.nm.gov](mailto:NMDOTAPL@dot.nm.gov).

**Term:**

The term of this agreement shall be for one (1) year from date of award with an option to extend for up to three (3) additional one (1) year periods, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms, and conditions. This Price Agreement shall not exceed four (4) years.

**Tax Note:**

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by the NMDOT.

**Bidding Information:**

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, in the discretion of The State, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by The State of New Mexico for goods and/or services provided. It is understood that the party providing said goods and/or services to The State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. Show the amount for the respective bid item unit prices to a maximum of three (3) decimal places. Truncate additional decimal places in excess of three (3).

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The Vendor shall be considered an independent Vendor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the performance required by this price agreement.

**Method of Award:**

Method of award shall be to one or more Vendors for each group. Items shall be awarded to one or more Vendors per group, but not to exceed three (3) Vendors per group. This price agreement may be awarded to one (1) or more Vendors, as follows:

- Items 1 to 17– Sheeting
- Items 18 – Pavement Marking Tape
- Items 19 to 48 – Pre-formed Pavement Markings
- Items 49 to 53 – Pre-formed Thermoplastic Material
- Items 54 to 55 – Barrier Delineation
- Items 56 to 57 – Reflective Raised Pavement Markers
- Items 58 to 87 – Pre-formed, Pre-Patterned Markings, Improved Retro-reflectivity

For a bid to be considered for award to a group, prices must be submitted for all items for that group. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group.

**Utilization of Vendors:**

The following procedure for the utilization of Vendors shall be used on multiple source price agreements.

1. The selection of a Vendor from a multiple source price agreement to provide items shall be based on the purchase order utilizing pricing contained within this price agreement.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total purchase order costs for each awarded Vendor.
3. The Vendor selected to perform the work shall be the Vendor providing items for the specific purchase order at the lowest overall cost to the NMDOT and able to meet all requirements including delivery schedule. A Vendor **not** offering the lowest cost to the NMDOT can be used for the specific purchase order if the Vendor providing the lowest overall cost is unable to meet all item and delivery requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

**The Vendor Agrees To:**

Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Vendor and/or its employees, own negligent act(s) or omission(s) while Vendor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(s) for wrongful death(s), bodily and/or

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personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

**SPECIFICATIONS FOR SIGN AND PAVEMENT MARKING MATERIAL, REFLECTIVE:**

Non-reflective sheeting (film) and products must meet all requirements for reflective sheeting except those requirements pertaining to reflectivity.

Service life must be designated in specifications and must be guaranteed by the manufacturer of reflective sheeting or related material.

Ink systems shall be one (1) part UV resistive for all standard color inks. No additional clear coating of signs required. The ink system shall be Non-ISO Cynate. All inks shall be compatible with the Department's silk screen material with One Hundred and Eighty (180) screen mesh. All inks shall be removable with thinners and/or citrus based screen wash. Thinner shall be compatible and capable of removing ink systems provided to the Department. This material (inks & thinners) shall be provided to the NMDOT at no additional cost.

Successful bidders of any pre-formed tape items shall provide application equipment and necessary technical support to all of the NMDOT six (6) Districts.

Awarded Vendor(s) shall provide technical service support upon request with reasonable notification.

Awarded Vendor(s), upon request must furnish technical literature and product bulletins for all items awarded.

Slip-sheeting paper shall be provided by the Awarded Vendor(s) at no additional cost to the Department.

**HEAT GUN SPECIFICATION:**

The hand held Heat Gun (Item 53) shall be propane fueled and suitable for the application of pre-formed thermoplastic pavement markings on both asphalt and concrete surfaces and shall be UL listed and approved. The length of the heat gun (from air intake to the end of nozzle) must be at least thirty seven inches (37"). The minimum length of hose shall be twenty feet (20') with a three hundred and sixty (360) degree swivel joint, and the minimum width of five inches (5") for the nozzle. The nozzle must be constructed of stainless steel and the gas injection venturi must be made from aluminum or other similar materials. The handle must be made of insulating plastic or similar materials. The maximum weight of the heat gun without the hose and gas cylinder valve shall be four (4) pounds. It must be equipped with a piezoelectric type igniter that is built in and protected by the trigger body of the heat gun. Heat guns ignited by pilot flames, batteries or flint will not be acceptable. No part of the heat gun, including the nozzle shall become warmer than one hundred and twenty five (125) degrees Fahrenheit during a three (3) minute uninterrupted run at maximum power. Gas flow to the nozzle shall cease and flame will extinguish when the heat gun trigger is released. Max fuel consumption during continuous use will be eight (8) pounds/hour. The heat gun shall have an automatic safety shut off valve in case of leakage or breakage of the hose or connectors. The heat gun shall have an adjustable regulator valve. The heat gun must produce a minimum of 200,000 BTU's. The heat gun shall be operated by a "dead man trigger", which when pressed, automatically ignites the heat gun without the use of any pilot flame. The heat gun shall come with a twelve (12) month warranty covering parts and labor.

**Delivery:**

Prices bid under this agreement shall be F.O.B. destination.

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**Method of Measurement and Payment:**

All quantities are to be measured by the District Engineer or their designee and shall be considered final and all payments will be made on this basis.

**Escalation Clause:**

In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the General Services Department's (GSD), State Purchasing Division. Final determination on the approval or disapproval of the escalation request will be made by GSD's, State Purchasing Division.

**Quantities:**

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

**Payments and Invoicing:**

Within fifteen (15) days after the date the NMDOT receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days (30) after the date of receipt of written notice from the Vendor that payment is requested, provide to the Vendor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Vendor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirteenth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and a half (1½) percent per month.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or their duly authorized representative. The Vendor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Vendor fails to comply with the workers' compensation act and applicable rules when required to do so the contract may be canceled effective immediately.

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**Invoice To:**

New Mexico Department of Transportation  
General Office  
1120 Cerrillos Road  
Santa Fe, NM 87504-1149

New Mexico Department of Transportation  
District One  
2912 E. Pine St.  
Deming, N.M. 88030

New Mexico Department of Transportation  
District Two  
P.O. Box 1457  
Roswell, N.M. 88202-1457

New Mexico Department of Transportation  
District Three  
P.O. Box 91750  
Albuquerque, N.M. 87199

New Mexico Department of Transportation  
District Four  
P.O. Box 10  
Las Vegas, N.M. 87701

New Mexico Department of Transportation  
District Five  
P.O. Box 4127 (Coronado Station)  
Santa Fe, N.M. 87502-4127

New Mexico Department of Transportation  
District Six  
P.O. Box 2160  
Milan, N.M. 87021-2159

**Ship To:**

NMDOT General Office Warehouse, SB-4  
1350 Alta Vista Street  
Santa Fe, NM 87504-1149

NMDOT District 1  
2912 E. Pine St.  
Deming, N.M. 88030

NMDOT District 2  
4505 W. Second Street  
Roswell, NM 88201

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NMDOT District 3  
7500 Pan American Frwy NE  
Albuquerque, NM 87109

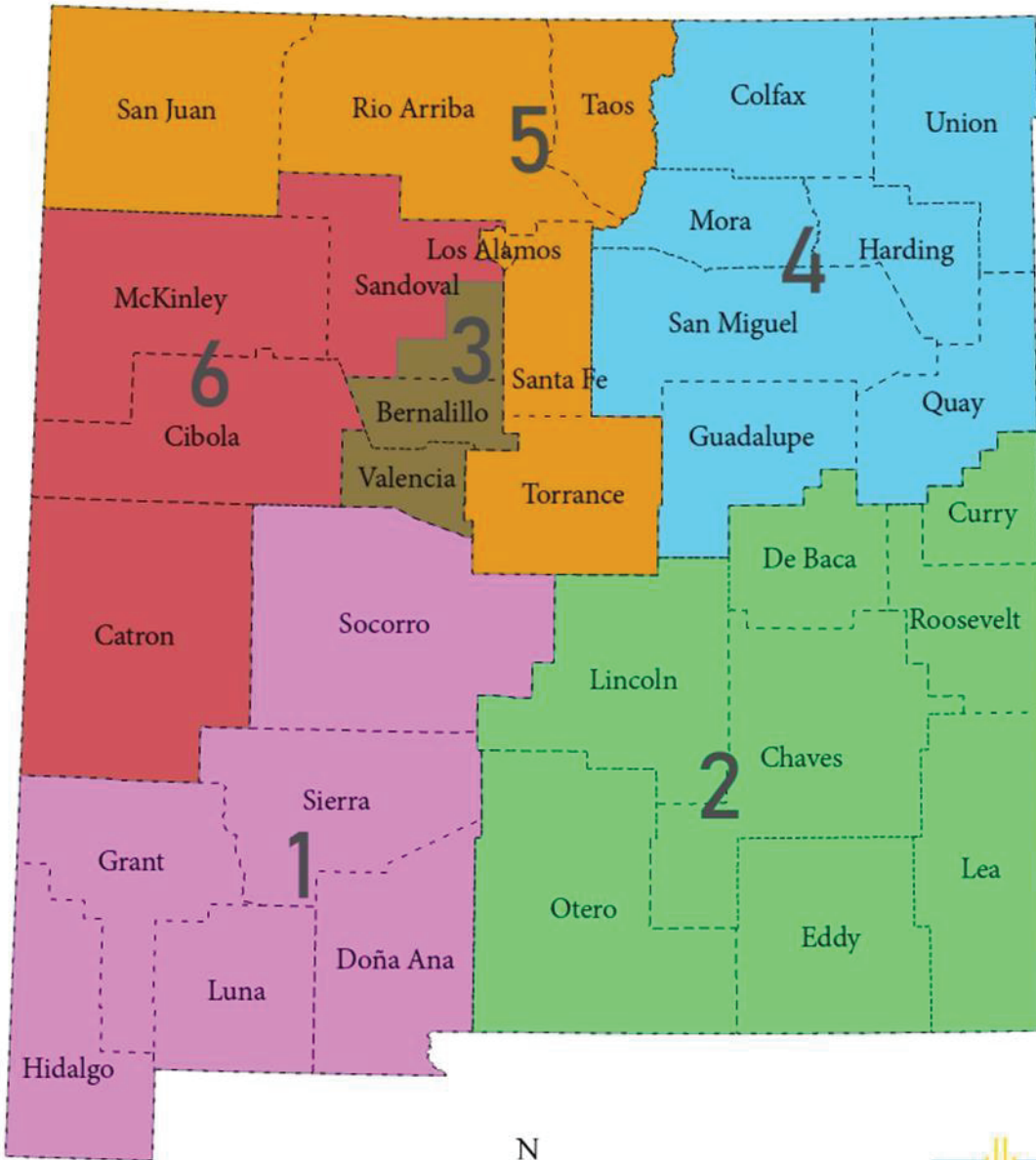
NMDOT District 4  
28 Bibb Industrial Drive  
Las Vegas, NM 87701

NMDOT District 5  
7315 South Cerrillos Rd.  
Santa Fe, NM 87507

NMDOT District 6  
1919 Pinon Drive  
Milan, NM 87021

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### NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



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Item	Approx. Qty.	UOM	Article and Description	Unit Price
1	10,000	S.F.	Non-Reflective Sheeting (Vinyl film) and Border Material- All standard colors, white and black series.	(AA) \$1.30 - 3M 7725 Series  (AB) \$0.90 - SC900  (AE) \$0.46
2	10,000	S.F.	Acrylic- Colored film with pressure sensitive adhesive for application over reflective sheeting. For use in electronic cutting apparatus that require non-punched material, all standard colors, clear and black series.	(AA) \$0.80 - 3M 1170 Series  (AB) \$0.74 - OL- 2000  (AE) \$1.01
3	500	S.F.	Protective Overlay Film- Solvent and graffiti resistant transparent film coated with pressure sensitive adhesive, to be compatible with all process inks used in sign sheeting.	(AA) \$1.10 - 1160i / 1160iA  (AB) \$0.95 - OL- 1000  (AE) \$1.50
4	500	S.F.	Transparent Protective Overlay Film coated with pressure sensitive adhesive. Resists stains, solvents, graffiti, and stickers. UV resistant with less than 6% reflectivity loss from initial retro-reflectivity values. Compatible with all electronic cut-able film and process inks used in sign sheeting.	(AA) \$1.10 - 1160i / 1160iA  (AB) \$0.95 - OL- 1000  (AE) \$1.50
5	10,000	S.F.	Prismatic Reflective Sheeting and Border Material ASTM type IV. All standard colors.	(AA) \$1.00 - 3M 3930 Series  (AB) \$1.05 - T6500  (AE) \$1.35
6	10,000	S.F.	Prismatic Reflective Sheeting and Border Material ASTM Type VIII, all standard colors.	(AA) \$1.50 - 3M 3940  (AB) \$1.48 - T-7000  (AE) \$3.85
7	9,000	S.F.	Prismatic Reflective Sheeting and Border Material, fluorescent yellow-green, and yellow ASTM Type VIII.	(AA) \$1.50 - 3M 3921, 3923  (AB) \$1.48 - T-7511  (AE) \$4.10

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
8	5,000	S.F.	Prismatic Reflective Sheeting: Fluorescent orange ASTM Type VIII.	(AA) \$1.45 - 3M 3924S (AB) \$1.48 - W7514 (AE) \$2.55
9	10,000	S.F.	Prismatic reflective sheeting and border material, ASTM Type IX (VIP), all standard colors.	(AA) \$1.64 - 3M 4090 Series (AB) \$1.74 - T-11000 (AE) \$2.65
10	9,000	S.F.	Reflective Sheeting and Border Material Diamond Grade, VIP, fluorescent yellow-green, and yellow. ASTM Type IX.	(AA) \$1.64 - 3M 4081, 4083 (AB) \$1.74 - T-11511 (AE) \$2.75
11	5,000	S.F.	Reflective Sheeting and Border Material Diamond Grade: VIP, fluorescent orange. ASTM Type IX.	(AA) \$1.64 - 3M 4084 (AB) \$1.74 - T11514 (AE) \$2.95
12	10,000	S.F.	Prismatic Reflective Sheeting and Border Material, ASTM Type XI (DG3), all standard colors.	(AA) \$1.64 - 3M 4090 Series (AB) \$1.74 - T-11000 (AE) \$2.80
13	9,000	S.F.	Reflective Sheeting and Border Material Diamond Grade: DG3, fluorescent yellow-green, and yellow. ASTM Type XI.	(AA) \$1.64 - 3M 4081, 4083 (AB) \$1.74 - T-11511 (AE) \$2.95
14	5,000	S.F.	Reflective Sheeting and Border Material Diamond Grade: DG3, fluorescent orange. ASTM Type XI.	(AA) \$1.64 - 3M 4084 (AB) \$1.74 - T11514 (AE) \$2.95

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
15	2,000	S.F.	Barricade Pre-Stripe Reflective Sheeting White and Orange Rolls: 4in and 6in stripe, left or right, High Intensity prismatic sheeting ASTM Type IV.	(AA) \$1.35 - 3M 3334L/R, 3336L/R  (AB) \$1.35 - w6000  (AE) \$2.35
16	30,000	S.F.	Transfer (pre-spacing) Tape: For use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.	(AA) \$0.24 - 3M SCPS-2  (AB) \$0.14 - AT 75  (AE) \$.035
17	1,000	S.F.	Clear Transfer (pre-spacing) Tape: For use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.	(AA) \$0.26 - 3M TPM5  (AB) \$0.14 - AT65  (AE) \$.040
18	200	L.F.	Pavement Marking Tape: 4 inch temporary removable, detour grade, yellow and white, Type 1.	(AA) \$3.05 - 710IR/711IR. Pricing is by square foot for configurable rolls.  (AC) \$2.50  (AE) \$0.95
19	30	Each	Pre-Formed Pavement Markings: Retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Straight Arrow.</b>	(AA) \$116.97 - 3M SMS-L270ES-SA, sold 4/pack, price provided is for each item, not per pack  (AE) \$205.25
20	75	Each	Pre-Formed Pavement Markings: Retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Curve right or left arrow</b> (as specified at time of order).	(AA) \$163.05 - 3M SMS-L270ES-RA, SMS-L270ES-RA, sold 4/pack, price provided is for each item, not per pack  (AE) \$286.05
21	15	Each	Pre-Formed Pavement Markings: Retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Only" Legend.</b>	(AA) \$262.30 - 3M SMS-L270ES-ON sold 2/pack, price provided is for each item, not for pack

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				(AE) \$460.15
22	100	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"School" Legend.</b>	(AA) \$453.70 - 3M SMS-L270ES-SC (AE) \$795.95
23	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Stop" Legend.</b>	(AA) \$326.11 - 3M SMS-L270ES-ST (AE) \$572.10
24	30	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"RR XNG" Legend.</b>	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. (AE) \$559.65
25	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Letter "R" Legend.</b>	(AA) \$92.16 - 3M SMS-L270ES-R sold 2/pack, price provided is for each item, not for pack (AE) \$161.70
26	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Right" Legend.</b>	(AA) \$163.05 - SMS-L270ES-RA RHT ARROW, 8', WHT, 4/PK, price provided is for each item, not for pack (AE) \$247.00
27	10	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Left" Legend.</b>	(AA) \$163.05 - SMS-L270ES-LA LFT ARROW, 8', WHT, 4/PK, price provided is for each item, not for pack (AE) \$247.00
28	10	Each	Pre-Formed Pavement Markings, Retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Turn" Legend.</b>	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				is by square foot for configurable / custom symbols and legends. <b>(AE) \$247.00</b>
29	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Ahead" Legend.</b>	<b>(AA) \$382.82</b> - 3M SMS-L270ES-AH. <b>(AE) \$671.65</b>
30	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"PED" Legend.</b>	<b>(AA) \$6.38</b> - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. <b>(AE) \$247.00</b>
31	130	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"XING" Legend.</b>	<b>(AA) \$319.01</b> - 3M SMS-L270ES-XI <b>(AE) \$559.65</b>
32	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Signal" Legend.</b>	<b>(AA) \$6.38</b> - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. <b>(AE) \$281.25</b>
33	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Exit" Legend.</b>	<b>(AA) \$6.38</b> - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. <b>(AE) \$247.00</b>
34	5	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"MPH" Legend.</b>	<b>(AA) \$6.38</b> - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. <b>(AE) \$247.00</b>

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
35	30	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. <b>Numeral 0 to 9</b> (as specified at time of order).	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$87.50
36	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. <b>Elongated straight arrow.</b>	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$247.00
37	25	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. <b>Elongated arrow right or left</b> (as specified at time of order).	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$497.50
38	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. <b>Fillet right</b> (for elongated combination right arrow) or <b>fillet left</b> ( for elongated combination left arrow), as specified at time of order.	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$87.50
39	10,000	S.F.	Pre-Formed Pavement Markings, Retro-Reflective, white and yellow, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. <b>Roll goods for stop bars, crosswalks, striping tape 60 MIL., etc.</b> (not including primer).	(AA) \$3.72 - A270ES/A271ES. Pricing is by square foot for configurable rolls.  (AE) \$5.45
40	1,000	S.F.	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. <b>Non-standard (custom) legends not referenced in bid</b> (not including primer).	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				(AE) \$4.75
41	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>"Bike" legend.</b>	(AA) \$249.75 - SMS-L380IES-LK6 LT BIKE FACE,6',WHT,2/PK, price provided is for each item, not for pack  (AE) \$174.10
42	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>Bike rider symbol 4'.</b>	(AA) \$140.76 - 3M SMS-L270ES-K4, price provided is for each item, not for pack  (AE) \$133.70
43	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>Bike rider symbol 6'.</b>	(AA) \$159.50 - 3M SMS-L270ES-LK6, SMSL270ES-RK6, sold as 2/pack, price provided for each item not for pack  (AE) \$279.85
44	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>Bike rider symbol 8'.</b>	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$363.80
45	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"HWY" legend.</b>	(AA) \$6.38 - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$472.95

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
46	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>6' Bike straight arrow legend.</b>	<b>(AA) \$77.98</b> - 3M SMS-L270ES-A6, sold as 2/pack, price provided for each item not for pack  <b>(AE) \$136.80</b>
47	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>RR-Xing kit.</b>	<b>(AA) \$680.57</b> - 3M SMS-L270ES-RX.  <b>(AE) \$1,194.00</b>
48	200	Gal	Surface Preparation Adhesive- When required for installation conditions for pre-formed pavement markings, retro-reflective, Type1, with no "surface preparation adhesive" required as per manufacturer's recommendations.	<b>(AA) \$273.20</b> - 3M SPA60, sold in 5 gallon containers. Price provided is for one (1) gallon.  <b>(AE) \$95.85</b>
49	2,000	S.F	Preformed Thermoplastic Linear Material, 125 millimeter thickness. No pre-heating of road surface required.	<b>(AD) \$2.05</b> - Various width materials, sold in package quantity increments.  <b>(AE) \$2.85</b>
50	2,000	S.F.	Pre-Formed Thermoplastic Legends; 125 millimeter thickness. No pre-heating of road surface required.	<b>(AD) \$5.00</b> - One color legends, sold in package quantity increments.  <b>(AE) \$5.80</b>
51	2,000	S.F.	Pre-Formed Thermoplastic Linear Material 125 millimeter thickness. Pre-heating of road surface required.	<b>(AD) \$2.05</b> - Various width materials, sold in package quantity increments.  <b>(AE) \$2.85</b>
52	2,000	S.F.	Pre-Formed Thermoplastic legends; 125 millimeters thickness. Pre-heating of road surface required.	<b>(AD) \$5.00</b> - One color legends, sold in package quantity increments.  <b>(AE) \$5.80</b>
53	6	Each	Heat Gun- For applying pre-formed thermoplastic bid items. Vendor to furnish a complete price list for replacement parts.	<b>(AD) \$900.00</b>  <b>(AE) \$1,172.75</b>

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
54	8,000	L.F.	Barrier Delineation System -Retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturers specifications, 4 or 6 inch widths, standard colors.	(AC) \$5.35
55	8,000	L.F.	Barrier Delineation System - Retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturers specifications, 4 or 6 inch widths, fluorescent colors.	(AC) \$5.35
56	1,000	Each	Reflective Raised Pavement Markers, two-way (colors to be specified at time of ordering).	(AA) \$0.88 - 3M RPM 290 2-way. Sold by Carton. 100 per Carton.  (AC) \$2.25  (AE) \$1.25
57	1,000	Each	Reflective Raised Pavement Markers, one-way (color to be specified at time of ordering).	(AA) \$0.88 - 3M RPM 290 1-way. Sold by Carton. 100 per Carton.  (AC) \$1.95  (AE) \$1.25
58	30	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Straight arrow.</b>	(AA) \$182.25 - 3M SMS-L380ES-SA, sold in 4/pack, price provided is for each item, not for pack  (AE) \$319.70
59	75	Each	Pre-Formed, Pre-Patterned Pavement Markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Curve right or curve left arrow.</b>	(AA) \$266.63 - 3M SMS-L380ES-RA, SMS-L380ES-LA, sold in 4/pack, price provided is for each item, not for pack.  (AE) \$467.75
60	15	Each	Pre-Formed, Pre-Patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Only" legend.</b>	(AA) \$428.64 - 3M SMS-L380ES-ON, sold in 2/pack, price provided is for each item, not for pack.  (AE) \$751.90

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
61	100	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"School" legend.</b>	(AA) \$702.01 - 3M SMS-L380ES-SC  (AE) \$1,231.60
62	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Stop" legend.</b>	(AA) \$486.02 - 3M SMS-L380ES-ST  (AE) \$852.70
63	30	Each	Pre-Formed, Pre-Patterned Pavement Markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>RR Xing kit legend.</b>	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$1,197.85
64	10	Each	Pre-Formed, Pre-Patterned Pavement Markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Letter "R" legend.</b>	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$225.00
65	10	Each	Pre-Formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Right" legend.</b>	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$357.50
66	10	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Left" legend.</b>	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$357.50
67	10	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Turn" legend.</b>	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				<b>(AE) \$357.50</b>
68	20	Each	Pre-Formed, Pre-Patterned Pavement Markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Ahead" legend.</b>	<b>(AA) \$600.76 - 3M SMS-L380ES-AH</b> <b>(AE) \$1,053.95</b>
69	10	Each	Pre-Formed, Pre-Patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"PED" legend.</b>	<b>(AA) \$648.03 - 3M SMS-L380ES-PE</b> <b>(AE) \$1,136.90</b>
70	130	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Xing" legend.</b>	<b>(AA) \$465.77 - 3M SMS-L380ES-XI</b> <b>(AE) \$817.15</b>
71	10	Each	Pre-Formed, Pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Signal" legend.</b>	<b>(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.</b> <b>(AE) \$1,136.90</b>
72	10	Each	Pre-Formed, Pre-Patterned Pavement Marking with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Exit" legend.</b>	<b>(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.</b> <b>(AE) \$817.15</b>
73	5	Each	Pre-Formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"MPH" legend.</b>	<b>(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.</b> <b>(AE) \$551.50</b>
74	30	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Numeral 0 to 9 (as specified at time of order).</b>	<b>(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for</b>

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				configurable / custom symbols and legends. <b>(AE) \$97.50</b>
75	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. <b>Elongated straight arrow.</b>	<b>(AA) \$367.88</b> - 3M SMS-L380ES-SE, price provided is for each item, not for pack. <b>(AE) \$645.40</b>
76	25	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. <b>Elongated arrow right or left</b> (as specified at time of order).	<b>(AA) \$398.25</b> - 3M SMS-L380ES-RE, SMS-L380ES-LE, price provided is for each item, not for pack. <b>(AE) \$738.35</b>
77	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. <b>Fillet right</b> (for elongated combination each right arrow) or <b>Fillet left</b> (for elongated combination each left arrow), as Specified at time of order.	<b>(AA) \$12.99</b> - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. <b>(AE) \$105.00</b>
78	10,000	S.F.	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, white and yellow, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. <b>Roll goods for stop bars, crosswalks, striping tape, etc.</b> (Not including primer).	<b>(AA) \$6.50</b> - A380IES/A381IES. Pricing is by square foot for configurable rolls. <b>(AE) \$9.65</b>
79	1,000	S.F.	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. <b>Non-standard (custom) legends not referenced in bid</b> (Not including primer).	<b>(AA) \$12.99</b> - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. <b>(AE) \$9.40</b>

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
80	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>"Bike" legend</b> (Not including primer).	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$722.40
81	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>Bike rider symbol 4'</b> (Not including primer).	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$246.95
82	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>Bike rider symbol 6'</b> (Not including primer).	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$438.15
83	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>Bike rider symbol 8'</b> (Not including primer).	(AA) \$140.76 - SMS-L380IES-K4 BIKE SYM, 4', WHT, 2/PK, price provided is for each item, not for pack.  (AE) \$1,054.00
84	20	Each	Pre-formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"HWY" legend</b> (Not including primer).	(AA) \$12.99 - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  (AE) \$1,106.70

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 40-80500-23-17073

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
85	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>6' Bike straight arrow</b> (Not including primer).	<b>(AA) \$182.25</b> - SMS-L380IES-SA STR ARROW, 6', WHT, 4/PK, price provided is for each item, not for pack.  <b>(AE) \$201.35</b>
86	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. <b>RR-Xing kit</b> (Not including primer).	<b>(AA) \$12.99</b> - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.  <b>(AE) \$1,480.30</b>
87	200	Gal	Surface Preparation Adhesive- When required for installation conditions for pre-formed pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations.	<b>(AA) \$273.20</b> - 3M SPA60, sold in 5 gallon containers. Price provided is for one (1) gallon.  <b>(AE) \$95.85</b>

**\*\*\*87 Items Total\*\*\***



## The Purchasing Memo

**Date:** May 1, 2025

**To:** Governing Body, Finance Committee, and Public Works & Utilities Committee

**Via:** Regina Wheeler, Public Works Department Director   
RW (May 5, 2025 12:49 MDT)

**From:** Jennifer Morrow, Complete Streets Division Director   
J.Morrow (May 4, 2025 11:34 MDT)

**Subject:** Memo of Agreement for Crossing Guard Program with SFPS

**Vendor Name:** Santa Fe Public Schools

**Munis Vendor Number:** 1523

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### ITEM AND ISSUE:

Request for Approval of Memorandum of Agreement with Santa Fe Public Schools Cross Guard Program not to exceed the Total Amount of \$900,000 for a Four Year Term. (Jennifer Morrow, Complete Streets Division Director, [jlmorrow@santafenm.gov](mailto:jlmorrow@santafenm.gov))

### CONTRACT NUMBER:

The FY25 Munis contract number is 3250568.

### BACKGROUND AND SUMMARY:

The City of Santa Fe and the Santa Fe Public Schools (SFPS) have jointly administered the School Crossing Guard program for the past 30 years. For the first 25 years, the City of Santa Fe administered the program, receiving reimbursement from SFPS for half of the program costs.

In FY 12/13, SFPS took over administration of the program and the City of Santa Fe agreed to reimburse SFPS for a portion of the program cost not to exceed \$175,000.

Costs to operate the program have increased over the years and SFPS requests that the City now contribute \$225,000 per year toward this important program. Staff reviewed the cost details provided by SFPS and concur with this level of contribution.

This expense has been included in the Public Works Complete Streets Operating Budget.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

**Fund Name/Number:** General Fund - 100

**Munis Org Name/Number:** Traffic Engineering - 1000416

**Munis Object Name/Number:** Service Contracts - 510310

Budget Officer / Designee: Andy Hopkins Date: 05/12/2025

Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was **NMSA 1978, Section 13-1-98, Exempt**

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 05/12/2025

CPO Comment/Exceptions: \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Treasury/Point of Sale Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Vehicles included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Construction to City Facilities, Furniture, and/or Fixtures included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this an externally funded purchase?  Yes |  No

If yes, what is the issuing agency: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project?  Yes |  No

Project Ledger Number: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

**ATTACHMENTS:**

MOA

MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE PUBLIC SCHOOLS  
AND  
THE CITY OF SANTA FE, NEW MEXICO

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between the City of Santa Fe (the "City") and Santa Fe Public Schools (the "SFPS"). The date of this Agreement shall be the date when it is executed by the City and SFPS, whichever occurs last.

WHEREAS, for the past approximately twenty-five years, the City and SFPS have agreed that it is in the best interests of the City and the SFPS to jointly administer the School Crossing Guard program because both parties have the same goal of ensuring that SFPS elementary school children safely cross the City's streets in order to get to school; and

WHEREAS, in prior years, the City provided administrative support services and hired City employees to staff the School Crossing Guard program; and

WHEREAS, the SFPS has informed the City that it desires to continue the responsibility for administering the School Crossing Guard program entirely; and

WHEREAS, the SFPS is requesting reimbursement from the City for actual costs directly related to crossing guard services

rendered by the contractor selected through an RFP selection process; and

WHEREAS, the City agrees to continue to assign the responsibility for administering the School Crossing Guard Program to the SFPS and to partially reimburse SFPS' actual costs in administering the Program.

THEREFORE, the City and the SFPS agree that in order to administer, operate and establish provisions for the School Crossing Guard Program and to maintain traffic control devices within City right of way, each party shall be bound by the following terms:

1. SCOPE OF SERVICES AND RESPONSIBILITIES

A. The City shall:

(1) Maintain traffic control devices contained within City right of way, including the following:

(a) Signs related to the control of traffic and pedestrians (i.e., School Crossing signs, Stop signs, Do Not Enter signs, etc.).

(b) Pavement markings such as lane lines, stop bars, and arrows.

(c) School flashers.

B. The SFPS shall:

(1) Administer the School Crossing Guard Program, including, without limitation, the following:

- (a) Hiring, supervising, disciplining, and terminating employees (the "Personnel").
- (b) Training and supervising Personnel.
- (c) Providing equipment and supplies (i.e., uniforms, safety equipment, vehicle costs, mileage, etc.).
- (d) Compensating Personnel.
- (e) Arranging for substitute personnel during absences.
- (f) Placing Crossing Guards.
- (g) Should SFPS decide to sub-contract to cover any of the above duties, whether in its entirety or partially, through contracts with private entities, SFPS would remain responsible for the administration of the program in its entirety.

(2) Provide the City with school times prior to each school year for the purpose of programming the school flashers. Notify the City within 5 working days prior to any changes to school times.

C. Both the City and SFPS agree:

(1) The SFPS will serve as fiscal agent for the Program. The SFPS shall maintain a separate accounting of all expenditures of the Program, including but not limited to, invoices, contracts, and expenditures to sub-contractors.

## 2. COMPENSATION

A. ~~where~~ SFPS and The City appropriating and/or budgeting sufficient funds within their respective annual operating budgets

to support the anticipated expenditures of the Program. If SFPS does not budget sufficient funds for the Program, the City shall not be obligated to reimburse SFPS for costs pursuant to paragraph B, below.

B. The City shall pay SFPS for its costs incurred in administering the Program in an amount of two hundred and twenty thousand dollars and zero cents (\$220,000.00) per fiscal year, for fiscal year 2025/2026, two hundred and twenty-five thousand dollars and zero cents (\$225,000.00) per fiscal year, for fiscal years 2026/2027 and 2027/2028, and two hundred and thirty thousand dollars and zero cents (\$230,000.00) per fiscal year, for fiscal year 2028/2029, which amount shall be paid out in one lump payment invoiced each fiscal year in April.

3. TERM

This Agreement shall terminate on June 30, 2029, unless terminated sooner pursuant to Article 4 below.

4. TERMINATION

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination.

B. However, this Agreement may not be terminated during any school year, so as not to interrupt the need to provide crossing guards for school-age children during the school year.

C. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. STATUS OF CONTRACTOR

Neither party's agents and employees shall accrue leave, retirement, insurance, bonding, use of the other party's vehicles, or any other benefits afforded to the other party's employees as a result of this Agreement.

6. CONFIDENTIALITY

Any confidential information provided to or developed by either party in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the other party without the prior written approval of the other party.

7. CONFLICT OF INTEREST

Both parties warrant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

8. ASSIGNMENT; SUBCONTRACTING

Neither party shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

9. RELEASE

Both parties release each other, their officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The parties agree not to purport to bind each other to any obligation not assumed herein by the parties unless the parties have express written authority to do so, and then only within the strict limits of that authority.

10. THIRD PARTY BENEFICIARIES

By entering into this Agreement the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the SFPS. No person shall claim any right, title, or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

11. RECORDS AND AUDIT

The SFPS shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City. The City shall have the right to audit the billing both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

12. APPLICABLE LAW; CHOICE OF LAW; VENUE

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

13. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto. The parties expressly agree that the Program is dynamic in nature with regard to the number of crossing guards needed in order to provide for the safety of school-bound children, and agree that the decision to increase or decrease as circumstances warrant upon mutual agreement of the City Manager, on behalf of the City, and the Superintendent, on behalf of SFPS, without requiring formal written amendments to this Agreement and without violating the terms of this Agreement.

14. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in SFPS in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not

waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

16. NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U. S. Postal Service.

CITY: Mark Scott, City Manager  
City of Santa Fe  
P. O. Box 909  
Santa Fe, New Mexico 87504-0909

SFPS: Superintendent  
Santa Fe Public Schools  
610 Alta Vista Street  
Santa Fe, New Mexico 87501

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE PUBLIC SCHOOLS:



Veronica C. Garcia, Interim SFPS SUPERINTENDENT

DATE: 3/31/2025

CITY OF SANTA FE:

\_\_\_\_\_  
Alan Webber, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

Kevin L. Nault  
Kevin L. Nault (Mar 27, 2025 09:14 MDT)

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster  
\_\_\_\_\_  
DIRECTOR FINANCE DEPARTMENT











# GB 600 Santa Fe Public Schools CrossGuard Program MOA

Final Audit Report

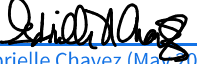
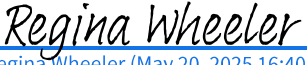
2025-05-05

Created:	2025-05-01
By:	Amanda Archuleta (ajarchuleta@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjUz5eQJFBE73gAC7Oi_j0vDWn4ylyYCU

## "GB 600 Santa Fe Public Schools CrossGuard Program MOA" History

-  Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)  
2025-05-01 - 3:27:37 PM GMT- IP address: 63.232.20.2
-  Document emailed to Jennifer Morrow (jlmorrow@santafenm.gov) for signature  
2025-05-01 - 3:28:44 PM GMT
-  Email viewed by Jennifer Morrow (jlmorrow@santafenm.gov)  
2025-05-01 - 3:45:05 PM GMT- IP address: 174.240.0.62
-  Email viewed by Jennifer Morrow (jlmorrow@santafenm.gov)  
2025-05-04 - 5:33:38 PM GMT- IP address: 174.28.87.19
-  Document e-signed by Jennifer Morrow (jlmorrow@santafenm.gov)  
Signature Date: 2025-05-04 - 5:34:04 PM GMT - Time Source: server- IP address: 174.28.87.19
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2025-05-04 - 5:34:05 PM GMT
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2025-05-05 - 6:48:25 PM GMT- IP address: 63.232.20.2
-  Signer rawheeler@santafenm.gov entered name at signing as RW  
2025-05-05 - 6:49:01 PM GMT- IP address: 63.232.20.2
-  Document e-signed by RW (rawheeler@santafenm.gov)  
Signature Date: 2025-05-05 - 6:49:03 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2025-05-05 - 6:49:03 PM GMT



**Date:** May 20, 2025  
**To:** Governing Body  
**From:** Gabrielle Chavez, Transit Director of Administration   
Gabrielle Chavez (May 20, 2025 16:38 MDT)  
**Via:** Regina Wheeler, Public Works Department Director   
Regina Wheeler (May 20, 2025 16:40 MDT)  
**Subject:** FTA Section 5310 Funding MOA

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**ACTION:**

Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Department of Transportation for Federal Transit Administration Section 5310 Funding for Public Transportation Services in the Total Amount of \$668,072.30. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate \$534,457.84 from the MOA to Transit FY25 Revenue, Vehicles > 1.5 and Data Processing Equipment.

**BACKGROUND AND SUMMARY:**

The City received an FTA Award, identified as FY25 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Funding, for FY25 from the NMDOT Transit and Rail Division. The purpose of the grant is to purchase six Ford electric paratransit vans to replace aged vehicles and replace the camera security system on fifteen paratransit vans. The grant for \$668,072.30 requires matching funds of \$133,614 which are available in 5400499, so the BAR only allocates the grant funding into FY25 budget and not the match.

**ATTACHMENTS:**


Memorandum of Agreement (MOA)  
Project Ledger ID Request Form  
BAR

**FUNDING SOURCE:**

NMDOT FTA Section 5310 Transit Funding  
Fund Name/Number: Transit 540  
Munis Org Name/Number: 5400499  
Munis Revenue Object Name/Number: 490550  
Munis Expenditure Object Name/Number: 571000 and 572800  
Project Ledger Number: PWD2554039

**PROCUREMENT METHOD:**

This is a Grant Agreement. No procurement required.

  
ERIKA LUJAN (May 29, 2025 15:55 MDT)

FISCAL YEAR 2025 (FY 25)

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF SANTA FE

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**This Agreement** is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division (Department), and the **CITY OF SANTA FE** Subrecipient). This Agreement is effective as of the date of the last party to sign it on the signature page below.

**RECITALS**

**Whereas**, 49 U.S.C. Section 5305(e) provides federal assistance for public transportation statewide planning that can be used to provide technical assistance to subrecipients for planning purposes;

**Whereas**, 49 U.S.C. Section 5307 provides federal assistance for public transportation in small urbanized areas by way of a formula grant program which may be administered by the state;

**Whereas**, 49 U.S.C. Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by each state;

**Whereas**, 49 U.S.C. Section 5311 provides federal assistance for public transportation in rural areas by way of a formula grant program administered by each state;

**Whereas**, 49 U.S.C. Section 5339 provides federal assistance for buses and bus-related equipment and facilities by way of a formula and discretionary grant program administered by each state;

**Whereas**, the State of New Mexico participates in the 49 U.S.C. Section 5305(e), 49 U.S.C. Section 5307, 49 U.S.C. Section 5310, 49 U.S.C. Section 5311, and U.S.C. Section 5339 programs, collectively referred to herein as the Program;

**Whereas**, the Governor of the State of New Mexico designated the Department to administer the Program funds; and

**Whereas**, the Subrecipient applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

**Now, therefore**, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

**1. Scope of Program.**

- A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Operations Profile submitted with the Application, which is incorporated by reference and is on file with the Department and the Subrecipient.
- B. **Use of Program Equipment.** The Subrecipient agrees that any Program equipment purchased under this Agreement shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in accordance with *Section 15. Use of Program Equipment*.

- C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. If the services change, the Subrecipient must submit a revised Operations Profile. The Subrecipient shall notify and seek prior approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.
- D. **Fare Schedule.** The fare schedule, which shall be approved by the Subrecipient’s governing body, shall be stated in the approved Operations Profile. The Subrecipient shall provide the Department prior notification of any changes to the fare schedule and documentation of governing body approval.
- E. **Advertising and Public Information.** The Subrecipient shall implement an advertising and information program. Acceptable methods include but are not limited to: websites, social media, apps, trip planners, brochures, fliers and handbills, signs and posters, radio announcements, press releases and articles in local and organization newspapers, bulletins, and newsletters. Subrecipients operating fixed and deviated routes shall maintain and update as needed General Transit Feed Specification (GTFS) data. In addition, the name of the service together with the words “Public Transportation” shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than thirty (30) feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subrecipient shall have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.
- F. **Personnel.** The Subrecipient shall maintain and update organizational contacts in BlackCat Transit Data Management System (BlackCat).

**2. Cost of Program.**

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile in an amount described below:

**Subaward FY 25**

<b>City of Santa Fe</b>	<b>Total</b>	<b>Federal</b>	<b>Local</b>
Capital to Subrecipient (80/20) Section 5310 Equipment	\$104,202.30	\$ 83,361.84	\$ 20,840.46
Capital to Subrecipient (80/20) Section 5310 Vehicles	\$563,870.00	\$ 451,096.00	\$ 112,774.00
<b>Total Capital</b>	<b>\$668,072.30</b>	<b>\$ 534,457.84</b>	<b>\$ 133,614.46</b>

Vehicle acquisition funds that designate payment as capital to vendor that are not obligated by contract by September 30, 2025, may revert to the Department.

Vehicle acquisition funds that designate payment as capital to subrecipient that are not obligated by contract by March 31, 2026, may revert to the Department.

Capital equipment acquisition funds that are not obligated by contract by August 31, 2026, may revert to the Department.

Capital rehab/renovation and construction project funds that are not obligated by contract by August 31, 2027, may revert to the Department.

This program is funded with grants provided by the FTA Section 5305 Statewide Transportation Planning Formula Program, Assistance Listing number 20.505; FTA Section 5307 Urbanized Area Formula Program, Assistance Listing number 20.507; FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Assistance Listing number 20.513; FTA Section 5311 Formula Grants for Rural Areas, Assistance Listing number 20.509; and FTA Section 5339 Bus and Bus Facilities Formula and Discretionary

Program, Assistance Listing number 20.526. (**Attachment A.**) The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

### **3. Method of Payment.**

The Department shall reimburse the Subrecipient for the Department's share of Program administration, operating assistance, and capital upon receipt of invoices with sufficient supporting documentation as determined and approved by the Department indicating that expenses have been paid and/or money is owed.

The Subrecipient shall submit Budget Summary Reports for administration and/or operating assistance on a monthly basis, to be received by the Department by the 25th day of the following month in which expenses were incurred. Reimbursement requests for vehicles and capital equipment shall be submitted within 30 days of payment to the vendor.

All reimbursement requests shall be submitted to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of invoices that are incorrect and/or incomplete.

Subrecipients that receive capital assistance for vehicle purchases are expected to remit payment to the vendor, depending on the capital designation assigned in the award table, within 30 days of vehicle delivery. The Department shall either reimburse the Subrecipient (capital to subrecipient) or the vendor (capital to vendor) on behalf of the Subrecipient for the Department's share of Program costs.

Subrecipients with a capital to subrecipient designation will pay the vendor in full for the cost of the vehicle and invoice NMDOT for reimbursement of the federal share (80/20).

Subrecipients with a capital to vendor designation will pay the vendor the local portion of the cost of the vehicle. Once received, the vendor will invoice NMDOT for the remaining federal portion of the vehicle cost.

Reimbursements will be issued upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed. The Subrecipient should refer to the Vehicle Purchase Procedures in the Global Resources section of BlackCat for payment procedures.

### **4. Eligible Costs.**

- A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR Parts 200 and 1201, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.
- C. Within forty-five (45) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses of the Program.
- D. Match shall be provided from eligible matching sources.

**5. State General Appropriation Funds Not Obligated.**

Nothing in this Agreement shall be construed as obligating State general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

**6. Term.**

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2024.

Costs incurred under this agreement for Administration and Operating expenses from October 1, 2024, to September 30, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to vendor that are obligated by contract by September 30, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to subrecipient that are obligated by contract by March 31, 2026, are eligible for reimbursement.

Capital equipment acquisition funds obligated by contract by August 31, 2026, are eligible for reimbursement.

Capital rehab/renovation and construction project funds obligated by contract by August 31, 2027, are eligible for reimbursement.

**7. Termination for Cause.**

The Department has the option to terminate this Agreement if the Subrecipient fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subrecipients breaches on which the termination is based.

The Department may provide the Subrecipient a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subrecipient has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subrecipient has not begun and proceeded in good faith to correct the breach, the Department may declare the Subrecipient in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subrecipient shall return the Program equipment as specified in *Section 1. Scope of the Program*.

**8. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subrecipient. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

**9. Termination Management, Allowable Costs.**

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

**10. Breach and Dispute Resolution.**

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subrecipient has ten (10) days from receipt of the decision to file a

written appeal with the Transit and Rail Division. Upon appeal, the Subrecipient will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

#### 11. Procurement Requirements.

The Subrecipient shall purchase Program equipment pursuant to procedures established by 2 CFR Parts 200 and 1201, the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; and the Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j) as amended by the Infrastructure Investment in Jobs Act (IIJA).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of \$10,000, the Subrecipient shall seek concurrence in writing from the Department.

#### 12. Rolling Stock.

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

- A. **Method of Acquisition.** In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
- B. **Multi-year Options.** In accordance with 49 U.S.C. Section 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
- C. **Buy America.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.
- D. **Pre-Award and Post-Delivery Audits.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.
- E. **Bus Testing.** To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

#### 13. Insurance.

The Subrecipient shall maintain liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment, and satisfactory to the Department. The Department shall be named as an additional insured and a loss payee on Subrecipient's policy for each vehicle on which the Department has a lien. A certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subrecipient shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured

on the contractor's and subcontractor's policy and a certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

**14. New Mexico Tort Claims Act.**

As between the Department and the Subrecipient, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

**15. Use of Program Equipment.**

- A. A Program Vehicle Inventory shall be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.
- B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major corrective maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.
- C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.
- D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.
- E. Each vehicle shall be equipped with a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.
- F. Program Equipment Inventory shall be completed for each piece of equipment used in the Program with an acquisition value of \$50,000 or greater. The Program Equipment Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the equipment inventory occur.
- G. The Subrecipient shall maintain a current written equipment maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. The plan will address maintenance of equipment with an acquisition value of \$5,000 or more.
- H. Program Facilities Inventory shall be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.

- I. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up.
- J. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.
- K. Failure to use Program equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- L. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, and insurance claims shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- M. All Program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.
- N. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. The Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.
- O. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.
- P. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the straight-line depreciation method.
- Q. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

#### **16. Charter Bus Requirements.**

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions shall be "incidental." For example, it shall not interfere with or detract from the provision of mass transportation.

#### **17. School Bus Requirements.**

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating

exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

**18. Certificate of Title for Vehicles.**

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

Category	Approx. GVW	Minimum Life (either years or miles)	
		Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

**19. Duration of Lien.**

The Subrecipient shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, the Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

**20. Reporting Requirements.**

- A. **Monthly Budget Summary Reporting.** Section 5311 Subrecipients shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25<sup>th</sup> of the following month. The invoice shall include the supporting documentation as requested by NMDOT.
- B. **Final Administration and Operating Invoice.** Section 5311 Subrecipients shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses within 45 days of the end of the agreement.
- C. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting.** Section 5311 Subrecipients shall submit in BlackCat semi-annual DBE reports due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).
- D. **Vehicle/ Equipment/ Facility Updates.** Section 5310 and Section 5311/5339 Subrecipients shall report vehicle/ equipment/ facility inventories within the BlackCat system as well as updates to the vehicle/ equipment/facility inventories on a quarterly schedule or as they occur. Reporting requirements apply to equipment valued at \$50,000 or greater.

- E. **Quarterly Section 5310 Ridership Reporting.** Section 5310 Subrecipients shall report Section 5310 ridership statistics quarterly within BlackCat system. Quarterly Ridership Reports are due thirty (30) days after each quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively.
- F. **Drug and Alcohol Quarterly Testing Report.** Section 5311 Subrecipients will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Subrecipients will also conduct one (1) breath alcohol test observation and two (2) urine collection observations during the calendar year. Completed checklists shall be submitted with the corresponding quarterly testing report during the quarter in which the test(s) were observed. Reports are due January 31, April 30, July 31, and October 31 respectively.
- G. **National Transit Database (NTD) Rural Report.** Section 5311 Subrecipients will submit an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15. More information on NTD Reporting can be found in the Global Resources Section of BlackCat.
- H. **Drug and Alcohol Management Information System (MIS) Data.** Section 5311 Subrecipients will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the entity designated by the Department before March 1 of each year.
- I. **Drug and Alcohol Compliance Review/Report.** Section 5311 Subrecipients will participate in an annual Drug and Alcohol Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.
- J. **Technical Assistance and Compliance Review/Report.** Section 5310 and Section 5311/5339 Subrecipients will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.
- K. **Transit Asset Management (TAM) Reporting.** Section 5310 and Section 5311 Public Transit Providers may participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants shall sign a TAM Plan Approval Statement and assign an Accountable Executive to be identified in BlackCat. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

The Department may withhold payment of monthly invoices if reports are not submitted in a timely manner, are incorrect and/or incomplete. The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

**21. Retention of Records.**

The Subrecipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

**22. Access to Records.**

The Subrecipient shall grant authorized representatives of the Department, the State, and the federal government access to books, documents, papers, reports, and records of the Subrecipient or its contractors or subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient shall reimburse the

Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the State or federal government.

**23. Audit.**

Pursuant to New Mexico administrative code 2.2.2.8(D), all governmental agencies are required to have their financial affairs thoroughly examined and audited each year by the Office of the State Auditor or independent auditors approved by the Office of the State Auditor. The list of approved auditors can be found [here](#).

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient's fiscal year shall be conducted pursuant to 2 CFR Parts 200 and 1201.

**24. Audit Exceptions.**

If federal or State audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

**25. Third Party Beneficiaries.**

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

**26. Contracting and Assignment.**

The Subrecipient shall not contract or permit to have subcontracted any portion of this Agreement without prior written approval of the Department. No such contracting or subcontracting shall relieve the Subrecipient from its obligations and liabilities under this Agreement, nor shall any contracting or subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient's responsibility to duly inform the contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

**27. Training.**

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in accordance with the Department's Training Standard Operating Procedures. The Subrecipient should refer to the Training Procedures in the Global Resources section of BlackCat. Should the Subrecipient fail to satisfy the terms and conditions as outlined, the Subrecipient may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause*.

**28. No Federal Government Obligation to Third Parties.**

- A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.
- B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

**29. Drug and Alcohol Testing.**

- A. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program, and review the testing process.
- B. The Subrecipient will submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program.
- C. The Subrecipient agrees to participate in the Department's consortium.
- D. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.
- E. The Subrecipient will participate in Department-provided training opportunities.

**30. Labor Warranty.**

The Section 5311 Subrecipient agrees to comply with the terms and conditions of the Special 49 U.S.C. Section 5333(B) Labor Protection Warranty. The Subrecipient will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

**31. Civil Rights Laws and Regulations Compliance.**

The Subrecipient shall comply with all federal, State, and local laws and ordinances applicable to the work called for under this Agreement.

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. The Nondiscrimination Assurance is attached as **Assurance 3**.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:
  - 1. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.
  3. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
- C. The Subrecipient shall include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- D. The Subrecipient also agrees to ensure that these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**32. DBE Policy.**

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2025 fiscal year is 21.3%, through race-neutral means.
- B. The Subrecipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor shall include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.
- E. The Subrecipient shall promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and shall make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A subrecipient of FTA funds shall meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A subrecipient with contracting opportunities shall sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients*, which is attached as **Certification 1**.

**33. ADA Access.**

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for seniors and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973; with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Sections 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

**34. Program Fraud and False or Fraudulent Statements or Related Acts.**

- A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.
- B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 on the Subrecipient to the extent the federal government deems appropriate.
- C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

**35. Lobbying.**

A subrecipient receiving \$100,000 or more of 49 U.S.C. Section 5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" with the application. The Subrecipient shall certify that it has not used federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

Before awarding a third-party contract exceeding \$100,000, the Subrecipient shall obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding \$100,000 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

**36. Officials Not to Benefit.**

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

**37. Clean Water and Air Requirements.**

- A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq.*, and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.* The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.
- B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding \$150,000.00 and financed in whole or in part with federal assistance provided by the FTA.

**38. Energy Conservation**

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

**39. Debarment and Suspension.**

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **40. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters**

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient shall promptly notify the Department so that it can notify the Federal Government. The Subrecipient shall include a similar notification requirement in its third-party agreements and shall require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.230 and 1200.230. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

#### **41. Seat Belt Use**

The Subrecipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

#### **42. Safe Operation of Motor Vehicles**

The Subrecipient agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

#### **43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

[Public Law 115-232](#), section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**44. Central Contractor Registration Requirements.**

Prior to payment of invoices and receipt of vehicles and equipment, the Subrecipient shall register and maintain current registration in the Central Contractor Registration website, <http://www.sam.gov>. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see <http://www.dnb.com>. The Department will not provide vehicles, or make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

**45. Federal Grant Reporting Requirements.**

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on [www.USAspending.gov](http://www.USAspending.gov).

The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,
- Place of performance of the program or activity, which includes the Congressional District,
- Unique Entity Identifier of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient’s grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient’s top five executives, if applicable. As specified earlier in Section 42, “Central Contractor Registration Requirements,” of this Agreement, the Subrecipient shall register with SAM.gov and provide that information to the Department.

**46. Severability.**

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

**47. Scope of Agreement.**

This Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

**48. Applicable Law and Venue; Federal Changes.**

The Subrecipient shall comply with all federal, State, and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement between the Department and the FTA. The Subrecipient shall make as part of this Agreement between the Department and the Subrecipient the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**49. Incorporation of FTA Terms.**

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4230.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

**50. Amendment.**

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section 1. Scope of Program, Paragraphs C and E*, details how such changes are to be approved and documented.

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

**In witness whereof**, each party is signing this Agreement on the date stated below that party's signature. This Agreement becomes effective on the date the last party signed the Agreement.

**New Mexico Department of Transportation**

**CITY OF SANTA FE**

\_\_\_\_\_  
NMDOT Cabinet Secretary or Designate


\_\_\_\_\_  
Alan Webber, Mayor

\_\_\_\_\_  
Name/Title (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.**

Signed by:  
  
John Redwell  
Deputy General Counsel  
C750CEC1625D488...

04/04/25

\_\_\_\_\_  
NMDOT Deputy General Counsel

\_\_\_\_\_  
Date

**CITY OF SANTA FE ATTORNEY'S OFFICE:**

Kevin L. Nault  
Kevin L. Nault (Apr 22, 2025 16:38 MDT)

Apr 22, 2025

\_\_\_\_\_  
City of Santa Fe Assistant Attorney

\_\_\_\_\_  
Date

**CITY OF SANTA FE ATTEST:**

\_\_\_\_\_  
City of Santa Fe City Clerk

\_\_\_\_\_  
Date

**CITY OF SANTA FE FINANCE DEPARTMENT:**

Emily K. Oster  
City of Santa Fe Finance Director

05/29/2025

\_\_\_\_\_  
Date

# ATTACHMENT A

**§200.331 Requirements for pass-through entities.**

**All pass-through entities must:**

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

ATTACHMENT A-1

**\$200.331 Requirements for pass-through entities.**

**All pass-through entities must:**

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

**Federal Award Identification.**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Subrecipient's unique entity ID;	QLN2YKMMJ8X6
(iii) Federal Award Identification Number (FAIN);	NM-2024-008
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	4/28/2022
(v) Subaward Period of Performance Start and End Date;	10-01-2024 thru 03-31-2026
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Capital \$451,096.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Capital \$451,096.00
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Capital \$451,096.00
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY22 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for FY25 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -827-5420, DavidC.Harris@dot.nm.gov P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20.513
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

ATTACHMENT A-2

**§200.331 Requirements for pass-through entities.**

**All pass-through entities must:**

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

**Federal Award Identification.**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	<b>City of Santa Fe</b>
(ii) Subrecipient's unique entity ID;	<b>QLN2YKMMJ8X6</b>
(iii) Federal Award Identification Number (FAIN);	<b>NM-2019-001</b>
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	<b>7/16/2018</b>
(v) Subaward Period of Performance Start and End Date;	<b>10-01-2024 thru 03-31-2026</b>
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	<b>Capital \$83,361.84</b>
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<b>Capital \$83,361.84</b>
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<b>Capital \$83,361.84</b>
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	<b>FY18 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for FY25 Program Funding Award</b>
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	<b>Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -827-5420, DavidC.Harris@dot.nm.gov P.O. Box 1149 Santa Fe, NM 87501-1149</b>
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	<b>20.513</b>
(xii) Identification of whether the award is R&D; and	<b>No R&amp;D</b>
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	<b>N/A</b>

**NEW MEXICO DEPARTMENT OF TRANSPORTATION  
TRANSIT AND RAIL DIVISION**

**NONDISCRIMINATION ASSURANCE AGREEMENT  
FOR  
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

**INTRODUCTION AND INSTRUCTIONS:**

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, CITY OF SANTA FE; hereinafter referred to as “**Subrecipient**” assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

- a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
- b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
- c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
- d. Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.,f. U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
- g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
- h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
- i. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21,
- j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
- k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

NONDISCRIMINATION ASSURANCE 3

3. As required by 49 CFR § 21.7:

a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:

- (1) Subrecipient implements its Award,
- (2) Subrecipient undertakes property acquisitions, and
- (3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.

b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.

c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:

- (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
- (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.

d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

- (1) While the property is used for the purpose that the federal assistance is extended, or
- (2) While the property is used for another purpose involving the provision of similar services or benefits.

e. The United States has a right to seek judicial enforcement of any matter arising under:

- (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
- (2) U.S. DOT regulations, 49 CFR part 21, or
- (3) This assurance.

f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:

- (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
- (2) U.S. DOT regulations, 49 CFR part 21, and
- (3) Federal transit law, 49 U.S.C. § 5332.

g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.

h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:

- (1) Subrecipient,
- (2) Transferee,
- (3) Third Party Contractor or Subcontractor at any tier,
- (4) Successor in Interest,
- (5) Lessee, or
- (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:

- (1) Subagreement at any tier,
- (2) Property transfer agreement,
- (3) Third party contract or subcontract at any tier,

NONDISCRIMINATION ASSURANCE 3

- (4) Lease, or
- (5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

- (1) Federal assistance is provided for its Award,
- (2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
- (3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
- (4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
- (5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

- (1) Construct any facility,
- (2) Obtain any rolling stock or other equipment,
- (3) Undertake studies,
- (4) Conduct research, or
- (5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

- (1) Excluded from participation,
- (2) Denied benefits, or
- (3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Relationship of Authorized Representative: \_\_\_\_\_

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Signing Official: \_\_\_\_\_



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 10/7/24-REVISED 5/15/25

Project Title: SEC5310 PARATRANSIT VANS VIA NMDOT

Project Type:  CIP  Grant  Internal Tracking

Department: PW-TRANSIT Project Manager: GABRIELLE CHAVEZ Ext: 2055

Project Date Range: 10/15/24 to 3/31/26  Create Fixed Asset

Project ID: PWD2554039

Grant ID: S2537/S2567

Approved By: ERIKA LUJAN  
ERIKA LUJAN (May 20, 2025 13:57 MDT)

(Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: FTA-2024-008 P/T NMDOT % of Funding: 80/20 LOCAL MATCH: 112774.00

MUNIS ORG: 5400499 MUNIS OBJ: 490150 Awarded Amount: 451096.00

Funding Source: NM2019-001 % of Funding: 80/20 LOCAL MATCH : 20840.46

MUNIS ORG: 5400499 MUNIS OBJ: 490150 Awarded Amount: 83361.84

#### **Expense String Phase:**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: VEHICLES,DATA PRC INV EXPT MUNIS ORG: 5400499 MUNIS OBJ: 570950,570800

#### **Grants Only (list all grants if applicable): PROJECT TOTAL: 668072.30**

Grantor Name: NMDOT P/THRU 2024-008 Awarded Amount: 451096.00

AR Charge Code: 5400499.490150  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.513

Grantor Name: NMDOT P/THRU 2019-001 Awarded Amount: 83361.84

AR Charge Code: 5400499.490150  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.513

*(If grants please provide all grant award documents with form)*  Attached Grant Documentation














# Memo\_MOA Section 5310 FTA \$668K RW ELK

Final Audit Report

2025-05-20

Created:	2025-05-20
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9zqZc8J4XOfCWIGFck-ezKP4xoNuRO2M

## "Memo\_MOA Section 5310 FTA \$668K RW ELK" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)  
2025-05-20 - 10:21:22 PM GMT- IP address: 63.232.20.2
-  Document emailed to Gabrielle Chavez (gnchavez@santafenm.gov) for signature  
2025-05-20 - 10:28:34 PM GMT
-  Email viewed by Gabrielle Chavez (gnchavez@santafenm.gov)  
2025-05-20 - 10:37:40 PM GMT- IP address: 174.240.18.91
-  Document e-signed by Gabrielle Chavez (gnchavez@santafenm.gov)  
Signature Date: 2025-05-20 - 10:38:11 PM GMT - Time Source: server- IP address: 174.240.18.91
-  Document emailed to rawheeler@santafenm.gov for signature  
2025-05-20 - 10:38:13 PM GMT
-  Email viewed by rawheeler@santafenm.gov  
2025-05-20 - 10:39:21 PM GMT- IP address: 63.232.20.2
-  Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler  
2025-05-20 - 10:40:07 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2025-05-20 - 10:40:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature  
2025-05-20 - 10:40:10 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2025-05-20 - 10:40:50 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2025-05-20 - 10:42:48 PM GMT - Time Source: server- IP address: 63.232.20.2



✔ Agreement completed.

2025-05-20 - 10:42:48 PM GMT



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**Adobe**  
**Acrobat Sign**








# Memo\_MOA Section 5310 FTA \$668K RW ELK signed w EKO

Final Audit Report

2025-05-29

Created:	2025-05-29
By:	ERIKA LUJAN (evlujan@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQV7K0jCgHJ1aVkg1IDcS2iLqNzgBQErS

## "Memo\_MOA Section 5310 FTA \$668K RW ELK signed w EKO" History

-  Document created by ERIKA LUJAN (evlujan@santafenm.gov)  
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-  Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature  
2025-05-29 - 9:55:41 PM GMT
-  Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)  
Signature Date: 2025-05-29 - 9:55:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2025-05-29 - 9:56:03 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2025-05-29 - 10:27:05 PM GMT- IP address: 104.47.65.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)  
Signature Date: 2025-05-29 - 10:54:32 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
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# City of Santa Fe, New Mexico

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

[www.santafenm.gov](http://www.santafenm.gov)

*Alan Webber, Mayor*

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

**Date:** May 28, 2025

**To:** Public Works & Utilities Committee, Finance Committee, Governing Body

**From:** Kelly Bynon, Administrative Manager; *KAB*  
Jimmy Gunn, Interim Airport Director *ig*

**VIA:** Mark Scott, City Manager

## ITEM AND ISSUE:

Request for Approval to Exercise Renewal Option on Item Number 23-0689 between Vector Airport Systems LLC, and the City of Santa Fe for the Collection of Aircraft Landing and Parking Fees at the Santa Fe Regional Airport.

## BACKGROUND AND SUMMARY:

A contract between Vector Airport Systems LLC, and the City of Santa Fe was approved by Governing body on November 8, 2023. Vector’s PLANEPASS Billing and Collections service has been automatically tracking aircraft landing and parking, billing for the fees set by the City under SFCC 1978, Section 3-5, and collecting payments on behalf of the Airport.

The Santa Fe Regional Airport is requesting approval to exercise the annual renewal option as outlined in section five of the original contract with Vector Airport Systems LLC. This renewal option allows the City to renew the contract on an annual basis by mutual agreement. The current term ends on June 30, 2025.

Vector has been a great asset to the collection of revenues at the airport. The data we have for the current Fiscal year (July 1, 2024 – April 30, 2025) shows that Vector has collected \$380,992.72. The Airports portion of those collections is \$296,763.66.

## ACTION:

Approval to Exercise Renewal Option on Item Number 23-0689 between Vector Airport Systems LLC, and the City of Santa Fe for the Collection of Aircraft Landing and Parking Fees at the Santa Fe Regional Airport.

**COMMITTEE REVIEW:**

Public Works & Utilities: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** October 20<sup>th</sup>, 2023

**TO:** Public Works & Utilities Committee, Finance Committee, Governing Body

**FROM:** James Harris, Airport Manager; Kelly Bynon, Administrative Manager *JCH*

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**ITEM AND ISSUE:**

Request for Approval of General Services Contract between Vector Airport Systems LLC, and the City of Santa Fe for collection of aircraft landing and parking fees at the Santa Fe Regional Airport.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$1,320,540 to Increase Landing Fees, Parking Fees, and Service Contracts.

**BACKGROUND AND SUMMARY:**

The Santa Fe Regional Airport is currently unable to collect an unknown but significant amount of aircraft landing and parking fees due to a lack of a system for tracking aircraft landing and parking. Vector Airport Systems is the only company that currently collects landing fees and parking fees for airports automatically. Under the terms of the proposed contract, Vector’s PLANEPASS Billing and Collection Services will automatically track aircraft landing and parking, bill for the fees set by the City under SFCC 1987, Section 3-5, and collect payments for the City.

The Santa Fe Regional Airport and Vector Airport Systems estimate that aircraft landing fees at current levels of traffic will generate approximately \$1,090,000 per year and that parking fees will generate a further \$603,000 annually, for a estimated total of approximately of \$5,079,000.00 over three (3) years at current levels of traffic. The contract provides that the City will pay Vector 22% of aircraft landing and parking fees that Vector collected on the City’s behalf.

This vendor is currently posted as a Sole Source Solicitation on the City of Santa Fe Website and closes on 12/03/2023.

**ACTION:**

Approve contract between the City of Santa Fe and Vector Airport Systems LLC and Approval of a BAR in the Amount of \$1,320,540.

**COMMITTEE REVIEW:**

Public Works and Utilities: 11/27/2023  
 Finance Committee: 12/04/2023  
 Governing Body: 11/08/2023



# City of Santa Fe, New Mexico

V2.2023



## SOLE SOURCE REQUEST AND DETERMINATION FORM

This form **must** be submitted to the City of Santa Fe, Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).

*Please ensure to complete this form in its entirety.*

Date: 10/24/2023

Prepared By: Kelly Bynon

Title: Administrative Manager

Vendor Name: Vector Airport Systems LLC

Address: 280 Sunset Park Drive

City: Herndon

State: VA

Zip Code: 20170

### Short Description of Goods/Services to be procured:

Automatically collect landing and parking fees for aircraft at SAF.

Estimated Extended Cost:

Approxiamtely \$1,117,380

Term of Contract:

Three years from award date

Tax is subject to change.

One (1) to Four (4) years from date of award

### Sole Source Request Justification Questions 1-3:

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services (the SOW cannot differ on the resultant contract/purchase documents), construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

The contractor shall perform billing and collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

Vector’s PlanePass is the only software capable of providing real-time automatic flight tracking and landing and parking fee billing for aircraft. The software uses ADS-B data to track incoming aircraft, bill them for each landing and takeoff, and track how long the aircraft was parked at the airport. Once a bill has been established, Vector sends a bill to the aircraft owner/operator, collects the fees, and pass the fees to the City.





City of Santa Fe, NM

October 24, 2023

**RE: Sole Source for the PLANEPASS® service from Vector Airport Systems**

To Whom It May Concern:

This letter serves to notify you that Vector, LLC is the sole source provider of the PLANEPASS service.

This is to certify that the PLANEPASS Service Platform is the proprietary property of Vector, LLC. Vector is the owner, developer, and manufacturer of the source code to the Service/Software and has exclusive rights to distribute the software. No other vendor has end user distribution rights to the source code.

Vector, LLC is the only vendor that has the ability and expertise to support the Service/Software for the purposes of maintenance services, including Software updates, enhancements, bug fixes, and standard technical support issues.

Sincerely,

A handwritten signature in black ink that reads 'William Repole'.

William Repole

Chief Operating Officer, Vector, LLC



**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

**General Services**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Vector Airport Systems LLC**, herein after referred to as the "Contractor", each a "Party" and collectively, the "Parties".

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to Vector Airport Systems LLC. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform billing & collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>
01. PLANEPASS® Billing & Collection Service	22% of collected aircraft landing and parking fees as established pursuant to SFCC 1987 § 3-5.

The Parties estimate that aircraft landing fees at current levels of traffic on an amended fee schedule will generate approximately \$1,090,000.00 per year, and parking fees will generate a further \$603,000. The total compensation under this Agreement shall not exceed \$1,341,000.00

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Contractor's fee is paid out of gross collections on behalf of City at the time of transfer of the "balance of collections" to City. "Gross collections" is defined as the net of the amount actually collected with standard accounting corrections. The "balance of collections" is defined as total net collections on behalf of City in a monthly collection cycle less the *PLANEPASS*® service fee, stated above in Paragraph 3. Per Exhibit A, the transfer of the balance of collections and Contractor's service fee will occur monthly by the 10<sup>th</sup> business day.
- B. With the monthly transfer of each balance of collections, Contractor will provide an accounting statement sufficient to allow the City to verify gross collections and the *PLANEPASS*® service fees collected for that month. The City will have fifteen (15) days after receipt of each statement to approve the amount of the service fee. After fifteen (15) days, the statement is deemed approved. Subject to the provisions of Paragraph 17, the service fees collected become property of Contractor upon approval. If the City disputes the amount of the service fees, Contractor will make detailed records available to the City for inspection to determine the accuracy of the service fees, which the City shall determine to a reasonable degree of certainty according to the standards and practices of the accounting profession.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30, 2025**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **City Obligations**

**6.1. City Obligations - General:** City shall be obligated to use its best efforts to perform or provide the following:

- 6.1.1. Provide Information:** City shall make available to Contractor any documents, data, or information necessary for Contractor to plan and provide the services described in this Agreement, and that are within City's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.
- 6.1.2. Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this Agreement.
- 6.1.3. Timely Response:** City shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to City for review by

Contractor and respond as necessary within a reasonable time.

## 6.2. City Obligations - *PLANEPASS*®

- 6.2.1. **Financial Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS*® financial reports and interfacing with Contractor's *PLANEPASS*® team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.
- 6.2.2. **Exemption List:** City will provide Contractor with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by Contractor. City will provide updates to the exemption list on a monthly basis via email to [datainput@vector-us.com](mailto:datainput@vector-us.com) City shall not bill "exempt" aircraft included on the exemption list for fee types managed by Contractor. "Exempt" is understood to mean not billed by any party.
- 6.2.3. **Parking Data Input:** City will provide aircraft parking data in a spreadsheet format defined by and acceptable to Contractor. Upon Agreement execution, the required spreadsheet fields are aircraft registration number, parking start date, parking end date, and airport; however, the required fields may change at a later date at Contractor's discretion. The data shall be provided monthly via email to [datainput@vector-us.com](mailto:datainput@vector-us.com).
- 6.2.4. **Payments Received by City:** City shall not accept payments for fees invoiced by Contractor. To ensure proper accounting, if City receives a payment on-site or electronically for an invoice generated by Contractor, City will either refund payments directly to payors or remit the funds to Contractor.
- 6.2.5. **Fee Types Managed by Contractor:** The specific aircraft operating fee types placed under Contractor's management via this AGREEMENT served as an inducement for Contractor to enter into this AGREEMENT and were integral in determining Contractor's fee for professional services. If during the Term or any Option Year City wishes to remove a fee type from Contractor's management, City shall request Contractor provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of Contractor, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to Contractor's service fee. If the parties are unable to produce a mutually acceptable amendment, Contractor reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.
- 6.2.6. **Airport Policy:** City shall be responsible for setting City policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve Contractor Work in the performance of this AGREEMENT. Contractor accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the City. The City is responsible for communicating these policies to the

appropriate City stakeholders including the flying community.

6.2.6.1. **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be communicated in writing via email to [datainput@vector-us.com](mailto:datainput@vector-us.com) at least sixty (60) calendar days prior to implementation.

6.2.7. **Authority to Bill & Authorization to Collect Documentation:** City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an “Authorization to Bill” letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an “Authorization to Collect” letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

6.2.7.1. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide the “Authority to Bill & Collect” letter on the webpage where fee information is displayed for public view. City may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

6.2.7.2. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide a link to Contractor’s secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planepass.com>. The portal\* allows aircraft operators to:

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices

*\*The portal login is based on Vector invoice number and Vector operator ID*

## 7. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, except as stated in Paragraph 6.2.4, if the Contractor fails to

meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

## 8. Termination

A. Termination for Convenience. Neither party may terminate this Agreement for convenience for the first two (2) years following the Agreement execution date. After two (2) years have elapsed, either Party may terminate this Agreement for convenience with ninety (90) days notice.

B. Termination for Cause; Notice; Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7 and 17, a Party seeking to terminate this Agreement for cause (the "terminating Party") shall give the Party in breach (the "breaching Party") written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the breaching Party's material breaches of this Agreement upon which the termination is based and (ii) state what the breaching Party must do to cure such material breaches. The terminating Party's notice of termination shall only be effective (i) if the breaching Party does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the breaching Party does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

2) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as reasonably determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Service Continuation and Wind Down. Upon and following the effective date of termination of this Agreement for any reason, Contractor shall:

1) Remit to the City all aircraft operating fees collected up to the point of effective date of termination, less Contractor's service specified in Paragraph 3.

2) Produce aircraft operating invoices for any as-yet not invoiced period. The final invoice period will be the last regular period of aircraft operating fee invoices. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct any billing errors discovered through the customer service process.

3) Continue customer service, payment processing, active collections, reporting, and remittance for four full-month periods after the Agreement termination effective date, making best efforts to maximize collections for previously invoiced periods. Contractor's ongoing service fee for stated in Paragraph 3 will apply to amounts collected during the four-month period after termination date.

4) After the four-month period stated in the above Paragraph 8(D)(3) has elapsed, discontinue all customer service and collection efforts and will refer all customer service calls to the City. As some aircraft operators may not comply with Contractor's instructions to pay City directly after continuation period has ended, Contractor will continue to passively allow payments to be made to its lockbox collections account and will continue to report and remit these payments to the City.

#### 9. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

#### 10. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

#### 11. **Assignment**

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

12. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

13. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

15. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

17. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option

to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

19. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

20. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

21. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

22. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

23. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. **Notice**

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

25. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

26. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

27. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

28. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

29. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

31. **Workers' Compensation**

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

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

34. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

37. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

- 2) replace or modify the product or service so that it becomes non-infringing;

or,

- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

39. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

40. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as

requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:  
James Garduno, Project Administrator  
City of Santa Fe  
121 Aviation Drive, Santa Fe, NM 87507  
505-670-3232  
[jdgarduno@santafenm.gov](mailto:jdgarduno@santafenm.gov)

To the Contractor:  
Peter Coleton, President  
Vector Airport Systems  
280 Sunset Park Drive Herndon, VA 20170  
[patrick.hanney@vector-us.com](mailto:patrick.hanney@vector-us.com)

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:  
Peter Coleton, President  
Vector Airport Systems  
280 Sunset Park Drive Herndon, VA 20170  
patrick.hanney@vector-us.com

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR: Vector Airport Systems



ALAN WEBBER, MAYOR



PETER COLETON, PRESIDENT

DATE: Dec 20, 2023

DATE: \_\_\_\_\_

CRS# \_\_\_\_\_

Registration # \_\_\_\_\_

ATTEST:



GERALYN CARDENAS (Dec 21, 2023 11:52 MST)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 12/13/23

XIV

CITY ATTORNEY'S OFFICE:



Kevin L. Nault (Oct 13, 2023 16:53 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*

Emily K. Oster (Dec 20, 2023 15:26 MST)

**EMILY OSTER, FINANCE DIRECTOR**

5450407.430500

5450407.430550 *AH*  
AH

Org./Object

## EXHIBIT A - Scope of Work (“WORK”)

### Contractor shall:

Provide the *PLANEPASS*® billing & collection service to manage the fees designated by the City:

- Landing fees adopted pursuant to SFCC 1987, § 3-5
- Parking fees adopted pursuant to SFCC 1987, § 3-5
- Other fees implemented by City, as requested in writing to Contractor by an authorized representative of the City
  - Contractor must agree in writing that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS*® service.
  - Other fees that require material changes to Scope of Work may require renegotiation and an amendment Contractor’s fee stated in this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. **PLANEPASS® Billing & Collection Service:** Utilize *PLANEPASS*® service to provide billing services once an aircraft is identified.
  - 1.1. Provide exemptions for City-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
  - 1.2. Coordinate with City staff to ensure that invoices generated on behalf of the City are consistent with the City’s existing billing rate and policies. Provide electronic access to Contractor’s Customer Portal in order to allow City customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by Contractor.
  - 1.3. Provide customer service center access (live via phone and email) to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments and other customer service items that arise from issued invoices.
  - 1.4. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
  - 1.5. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
  - 1.6. Enable web-based access by City staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
  - 1.7. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
  - 1.8. Process check payments through a secure bank lockbox service with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the City in accordance with the Contractor service fee agreement outlined in the pricing section herein, no later than the 10<sup>th</sup> business day.
  - 1.9. Provide ongoing client and user support.

## EXHIBIT B – Authorization to Bill Letter

DATE

Dear AIRPORT NAME Community,

Effective DATE, Vector Airport Systems (“Vector”) assumed the billing and collection of landing fees on behalf of {AIRPORT NAME} (AIRPORTCODE). {If applicable: For all operations occurring until midnight on DATE, {AIRPORT NAME} will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

“Landing fees” is a commonly used term that refers to aircraft operating fees. Landing fees for AIRPORT CODE are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport’s established Landing Fee schedule located at: \_\_\_\_\_. [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft’s FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft’s registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planepass.com>.

- **Vector’s self-service web portal\* allows aircraft operators to:**

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices

*\*The portal login is based on Vector invoice number and Vector operator ID*

For billing questions or concerns, please contact Vector’s PLANEPASS® billing service team at [billing@vector-us.com](mailto:billing@vector-us.com) or (888) 588-0028 Option 01 or x700.

- *Vector’s office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after Thanksgiving and Christmas Eve.*

The Airport’s Administration Office staff may also be reached [insert email].

Sincerely,



JOHN MARK  
CEO

[insert signature - preferably a cursive version of your wet signature]

## EXHIBIT C – Authorization to Collect Letter

DATE

Dear AIRPORT NAME Aircraft Operator,

Since DATE, Vector Airport Systems (“Vector”) has managed the billing and collection of landing fees on behalf of Airport Name (“CODE”). Vector is authorized to collect balances due on the Airport’s behalf.

Airport Name (“CODE”) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

**I. How To Pay:** Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector- Airport Name
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code	

- For credit card payments, please visit Vector’s *PLANEPASS*® Payment Portal: <https://payment.planepass.com>

**II. Billing Concerns & Account Management with Activity Details:**

Vector’s *PLANEPASS*® Payment Portal (<https://payment.planepass.com>)\* allows aircraft operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

*\*The portal login is based on your Vector invoice number and Vector operator ID.*

You may contact Vector at [billing@vector-us.com](mailto:billing@vector-us.com) or (888) 588-0028 Option 01 or Extension 700.

- o *Vector's office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after US Thanksgiving and Christmas Eve.*

III. **Landing fees:** Landing fees for Airport CODE are based upon arrival/DEPARTURE and are not an arrival/DEPARTURE fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport's Administration Office at [insert email] and [phone number].

Sincerely,

[insert personalized signature – this should be your unique personalized signature like this one.]



JOHN MARK  
CEO



# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204406 Procurement # (RFP/ITB# If any): \_\_\_\_\_

Contractor: Vector Airport Systems LLC

Procurement Method: *Small Purchase* *RFP* *ITB* *Sole Source*  *GSA* *Cooperative* *Exempt*

Description/Title: General Services Contract with Vectlopr Airport Systems LLC

Contract:  Agreement:  Lease/Rent:  Amendment:

Term Start Date: upon execution Term End Date: Three years from execution Total Contract Amount: \$5,079,000

Approved by Council (If over the City Manager's approval threshold, you must go through GB) \_\_\_\_\_

Contract / Lease: Contract

1.b Amendment #: \_\_\_\_\_ to the Original Contract/Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$: \_\_\_\_\_

Extend Expiration Date to: \_\_\_\_\_

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

**2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

This contract will generate approximately \$5,079,000 over three years at current levels of traffic. The City of Santa Fe will pay Vector 22% of aircraft landing and parking fees that Vector collected on the city's behalf.

**3. Procurement History:** sole source SS Must be posted for 30 days before the contract is valid.

[Signature] Purchasing Officer Review: \_\_\_\_\_ Date: Nov 1, 2023

Comment & Exceptions: \_\_\_\_\_

**4. Funding Source:** Parking Fees and Landing Fees collection from Vector Org / Object: 5450407/430500 / 430550 (Revenue)

Andy Hopkins Budget Officer Approval: \_\_\_\_\_ Date: Nov 1, 2023  
Andy Hopkins (Nov 1 2023 18:06 MDT)

Comment & Exceptions: \_\_\_\_\_

**5. Grant History (if applicable):** N/A

Grants Administrator Approval: \_\_\_\_\_ Date \_\_\_\_\_

Staff Contact who Completed This Form: Kelly Bynon, Administrative Manager Phone #: 505.955.2909

To be recorded by City Clerk: \_\_\_\_\_ Email: kabynon@santafenm.gov

Clerk # \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

[Signature] ITT Director \_\_\_\_\_ Nov 1, 2023  
Signature and Title (Optional) - 11/01/2023 18:06 MDT Title Date

ITT Representative (attesting that all information is reviewed)



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vector Airport Systems LLC

Procurement Title: Contract

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting Airport Staff Name Kelly Bynon

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

<u>Kelly Bynon</u>	<u>Administrative Manager</u>	<u>10/24/2023</u>
Department Rep Printed Name (attesting that all information included)	Title	Date
	CPO	Nov 1, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date
	ITT Director	Nov 1, 2023
ITT Representative (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

**Signature:** 

**Email:** [jgunn@santafenm.gov](mailto:jgunn@santafenm.gov)

# GB\_LANDING FEE RENEWAL\_VECTOR

Final Audit Report

2025-05-29

Created:	2025-05-28
By:	Kelly Bynon (kabynon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ1R5cQh61xIS_LTqo7dpcM1rHLu_uL_c

## "GB\_LANDING FEE RENEWAL\_VECTOR" History

-  Document created by Kelly Bynon (kabynon@santafenm.gov)  
2025-05-28 - 10:22:56 PM GMT- IP address: 63.232.20.2
-  Document emailed to jdgunn@santafenm.gov for signature  
2025-05-28 - 10:25:10 PM GMT
-  Email viewed by jdgunn@santafenm.gov  
2025-05-29 - 1:54:49 PM GMT- IP address: 63.232.20.2
-  Signer jdgunn@santafenm.gov entered name at signing as Jimmy Gunn  
2025-05-29 - 1:56:18 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Jimmy Gunn (jdgunn@santafenm.gov)  
Signature Date: 2025-05-29 - 1:56:20 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2025-05-29 - 1:56:20 PM GMT



# CITY OF SANTA FE

## Memorandum

**Date:** May 21, 2025

**To:** Governing Body and Quality of Life Committee

**From:** Henri Hammond-Paul, Community Health and Safety Department Director

**RE:** Authorizing the Establishment of a Micro-community to Support People Experiencing Homelessness

---

### **EXECUTIVE SUMMARY:**

The proposed resolution would authorize the City Manager to establish a Micro Community on City-owned land at 2395 Richards Avenue to provide shelter and supportive services for individuals experiencing homelessness in Santa Fe.

### **BACKGROUND:**

On April 26, 2023, the Governing Body adopted Resolution No. 2023-16, which established the “Safe Outdoor Spaces” as an alternative sheltering model for those experiencing homelessness. The resolution directed the City Manager to enter into or bring to the Governing Body contracts for structures, sites for the structures, landowners willing to provide an area for structures, and an operator willing to provide services. This resolution would identify 2395 Richards Avenue as a City-owned property as an appropriate site for Safe Outdoor Space, also termed a Micro Community, and authorize the City Manager to proceed with permitting, site preparation, and community engagement efforts for the locations.

### **ATTACHMENTS:**

Resolution  
FIR

1 **CITY OF SANTA FE, NEW MEXICO**

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

3 **INTRODUCED BY:**

4  
5 Mayor Alan Webber

6 Councilor Jamie Cassutt

7 Councilor Alma Castro

8 Councilor Amanda Chavez

9  
10 **A RESOLUTION**

11 **IDENTIFYING CITY PROPERTY AT 2395 RICHARDS AVENUE AS A LOCATION FOR**  
12 **A MICRO COMMUNITY TO PROVIDE SHELTER AND SUPPORTIVE SERVICES FOR**  
13 **INDIVIDUALS EXPERIENCING HOMELESSNESS IN SANTA FE.**

14 **WHEREAS**, the City of Santa Fe (“City”) recognizes homelessness as a public priority  
15 requiring coordinated and innovative shelter responses; and

16 **WHEREAS**, in April 2023, the Governing Body adopted Resolution No. 2023-16, which  
17 supported creating Safe Outdoor Spaces and directed the City Manager to pursue contracts for  
18 shelter infrastructure, land, and operators to serve people for whom traditional shelter options are  
19 not viable; and

20 **WHEREAS**, Safe Outdoor Spaces—also called “Micro Communities”—are comprised of  
21 individual, non-congregate, secure, units, with access to restrooms, meals, laundry, case  
22 management, and 24/7 supervision, designed to provide a safe and stable environment for persons  
23 experiencing chronic homelessness; and

24 **WHEREAS**, the City’s “Point-in-Time Count” and daily outreach and emergency services  
25 data confirm a persistent and visible population of unsheltered individuals in Santa Fe with complex

1 behavioral health, substance use, and trauma-related needs; and

2       **WHEREAS**, Micro Communities serve a crucial public health and public safety function  
3 by reducing the spread of disease, decreasing emergency service calls, improving neighborhood  
4 conditions, and reducing the number of people living unsheltered in parks, arroyos, and public  
5 spaces; and

6       **WHEREAS**, the City conducted a site feasibility analysis through the Office of Affordable  
7 Housing and evaluated city-owned parcels of land, with input from local homelessness and housing  
8 services experts; and

9       **WHEREAS**, 2395 Richards Avenue is a City property located next to Fire Station 7 and  
10 the Genoveva Chavez Community Center (“City Property”) that City staff and local experts  
11 recommend as well suited for a Micro Community of up to fifty (50) units; and

12       **WHEREAS**, the City Property is suited for a Micro Community because it can house up  
13 to fifty (50) units, is not abutting schools, daycare or playgrounds, is accessible to Emergency  
14 Medical Service vehicles and trash pickup, and is approximately a third of a mile from the main  
15 road, while still being located close to two City bus routes (numbers Four and Six ); and

16       **WHEREAS**, the City has a contract with LifeLink for operating the Micro Community at  
17 Christ Lutheran Church (“Operations Contract”), providing on-site services, 24-7 security,  
18 supervision, and coordination with local agencies; and

19       **WHEREAS**, the Operations Contract provides services supporting up to two Micro  
20 Community locations; and

21       **WHEREAS**, pursuant to Resolution 2023-16, the City requires Good Neighbor  
22 Agreements between the service operator and neighbors that includes terms about  
23 cooperation, communication protocols, standards for tenancy, and dispute resolution.

24       **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
25 **CITY OF SANTA FE** that the City should establish a Micro Community on the City Property.

1 **BE IT FURTHER RESOLVED** that the City Manager and City Manager-designated City  
2 staff may take all intermediate necessary steps required to establish a Micro Community on the  
3 City Property, such as land use permitting, site preparation, and community engagement, and any  
4 other administrative steps necessary to operate the City Property as a Micro Community.


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

6  
7  
8 \_\_\_\_\_  
9 ALAN WEBBER, MAYOR

10  
11 ATTEST:

12  
13 \_\_\_\_\_  
14 ANDRÉA SALAZAR, CITY CLERK

15 APPROVED AS TO FORM:

16  
17   
18 [Erin McSherry \(May 23, 2025 17:01 MDT\)](#)  
19 ERIN K. McSHERRY, CITY ATTORNEY

20  
21  
22  
23  
24  
25 *Legislation/2025/Resolutions/Authorizing Establishment of a Micro-Community for People Experiencing Homelessness*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: \_\_\_\_\_ Resolution:  X

Short Title(s): Identifying Property for a Micro-community to Support People Experiencing Homelessness

Sponsor(s): Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Alma Castro, and Councilor Amanda Chavez

Reviewing Department(s): Community Health and Safety Department; Family and Youth Services

Staff Completing FIR: Julie Sanchez Date: 05/21/2025 Phone: (505) 955-6673

Reviewed by City Attorney: Erin McSherry Date: 05/23/2025  
Erin McSherry (May 23, 2025 17:01 MDT)

Reviewed by Finance Director: Emily K. Oates Date: 05/23/2025

Summary:

The proposed resolution would identify City property on Richards Avenue to establish a Micro Community to provide shelter and supportive services for individuals experiencing homelessness in Santa Fe authorize the City Manager and staff to take next steps accordingly.

Departments Affected:

Community Health and Safety Department and Community Development Department.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then unsheltered homelessness will continue without an additional alternative.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This Resolution follows the direction of the Governing Body provided in Resolution No. 2023-16, which included support for the establishment of safe outdoor sleeping spaces as an option for people experiencing homelessness in Santa Fe, and directed the City Manager to “enter into or bring to the Governing Body contracts for structures, sites for structures, landowners willing to provide an area for structures, and an operator or operators capable of providing round-the-clock support services and 24-7 supervision.”

Performance and Administrative Implications:

Locating a new Micro Community on the City property may require permitting and will require community engagement and increased contract oversight.

Fiscal Implications:

The funding for operations and construction have been budgeted and awarded for in the current fiscal year for the proposed micro-community site.

**Fiscal Impact**

\_\_\_\_\_ Check here if no fiscal impact

**Expenditures**

<b>Expenditure Type</b>	<b>FYE 2025</b>	<b>FYE 2026</b>	<b>FYE 2027</b>	<b>Require BAR (Y/N)</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>	<b>3-Year Total Cost</b>
Personnel and Benefits*	\$ _____	\$ _____	\$ _____	_____	_____	_____	
Capital Outlay	\$ 400,000	\$ _____	\$ _____	N	NR	240	
Contractual/ Professional Services	\$ 900,000	\$ _____	\$ _____		NR	240	
Operating	\$ _____	\$ _____	\$ _____				\$ _____
<b>Total:</b>	<b>\$ 1,300,000</b>	<b>\$ _____</b>	<b>\$ _____</b>				<b>\$ _____</b>

**Expenditure Narrative:**

The amounts above are included in the amounts the Community Health and Safety Department received in one-time funding to support contractual services to operate the micro-community and capital outlay funding to develop the site.

**Revenue**

<b>Revenue Type</b>	<b>FYE 2025</b>	<b>FYE 2026</b>	<b>FYE 2027</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue					_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
<b>Total</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>		

**Revenue Narrative:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Signature:**

**Email:**