



## Santa Fe Metropolitan Planning Organization

*"Promoting Interconnected Transportation Options"*



# Santa Fe MPO Technical Coordinating Committee

## Monday, August 24th, 2020 1:30 P.M.

### AGENDA

#### SPECIAL PROCEDURES FOR VIRTUAL ATTENDANCE AND PUBLIC COMMENT:

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

**Attending on Zoom:** Members of the public may attend the Zoom meeting on a computer, mobile device, or phone. The video conference link and teleconference number will be posted on the City of Santa Fe's Calendar of Events website at least seventy-two (72) hours before the meeting: <https://www.santafenm.gov/events>. The direct Zoom link is:

<https://us02web.zoom.us/j/86368664847?pwd=RVR5YnBHdlJPcmJZU0xUZXXVlVkJQ2Zz09>

Meeting ID: 863 6866 4847

Passcode: 992674

One tap mobile

+12532158782,,86368664847# US (Tacoma)

+13462487799,,86368664847# US (Houston)

#### Public Comment:

- **By video:** A person attending the Zoom meeting by video conference (using a computer, mobile device, or smart phone) may provide public comment during the meeting. Attendees should use the "Raise Hand" function to be recognized by the chair to speak at the appropriate time.
- **By phone:** A person attending the Zoom meeting by phone may provide public comment during the meeting but **must** provide advance notice to MPO staff. Please contact Erick Aune (505-955-6664) [ejaune@santafenm.gov](mailto:ejaune@santafenm.gov) no later than Monday, May 25, 2020, and provide your **full name, address, and the phone number** you will be using to call in to the teleconference. Without your phone number, the chair will not be able to recognize you to speak at the meeting.
- **In writing:** A person may submit written public comments in advance of the meeting by email ([ejaune@santafenm.gov](mailto:ejaune@santafenm.gov)), by U.S. Postal Service (City of Santa Fe, ATTN: Erick Aune/MPO Officer, PO Box 909, Santa Fe, NM 87504-0909), or by dropping off a comment at the physical drop box which will be located outside City Hall at the entrance to Land Use Lobby facing Marcy Street. Please include your full name and address, and identify the specific agenda item you are commenting on. To be included in the official record and considered at the hearing, written public comment **must** be received no later than Monday, May 25th, 2020.

# AGENDA

- ◆ Call to Order
- ◆ Roll Call
- ◆ Approval of Agenda
- ◆ Approval of Meeting Minutes from July 20th, 2020

## **1. Communications from the Public**

## **2. Items for Discussion and Possible Action:**

- A. Nomination and Approval of Mr. Brett Clavio, Santa Fe County Transportation Planner as New TCC Chair
- B. Review and Recommendation – Adoption of Amendment #4 Self-Certification to the 2020-2025 TIP
- C. Review and Recommendation - Santa Fe MPO Staff Proposal: Self-Certification for MPO Staff to work directly with the City of Santa Fe Parks and Recreation Department and selected consultant team for two years to assist with the development and implementation of the Safe Routes to School Grant Program
- D. MPO Staff Discussion – Review and Updates to TIP projects

## **3 Matters from the MPO Staff**

## **4. Matters from TCC Members**

## **5. Adjourn - Next TCC Meeting: September 21st, 2020**

*Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520, five (5) working days prior to the meeting date. The Santa Fe MPO is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 2, and all related regulations and directives. The Santa Fe MPO assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any Santa Fe MPO program, activity or service.*

**SANTA FE MPO TECHNICAL COORDINATING COMMITTEE  
VIA VIRTUAL ATTENDANCE  
MONDAY, JULY 20, 2020, 1:30 PM**

**A. CALL TO ORDER**

The meeting of the Santa Fe MPO Technical Coordinating Committee was called to order by, John Romero, Vice Chair, at 1:30 pm, on Monday, July 20, 2020, via virtual attendance.

**ROLL CALL**

**MEMBERS PRESENT**

John Romero, Vice Chair  
Brett Clavio, Santa Fe County  
Tony Mortillaro, NCRTD  
Paul Kavanaugh, Santa Fe County  
Javier Martinez, NMDOT  
Neal Denton, City of Santa Fe  
Romella Glorioso-Moss, City of Santa Fe  
Ryan Ward, Santa Fe County  
(2 vacancies)

**MEMBERS ABSENT**

Noah Berke, City of Santa Fe, Excused

**OTHERS PRESENT**

Commissioner Anna Hansen  
Erick Aune, MPO Officer  
Hannah Burnham, MPO Planner  
Leah Yngve, MPO Planner  
Joe Moriarty, NMDOT Liaison  
Delilah Garcia, NCRTD  
Elizabeth Martin, Stenographer

**C. APPROVAL OF AGENDA**

Vice Chair Romero asked to move item 2B to before 2A so that it could be heard before he had to leave the meeting.

**MOTION** A motion was made by Mr. Denton, seconded by Ms. Glorioso-Moss, to

approve the agenda as amended.

**VOTE** The motion passed unanimously by roll call vote as follows:

Vice Chair Romero, yes; Mr. Clavio, yes; Mr. Mortillaro, yes; Mr. Kavanaugh, yes; Mr. Martinez, yes; Mr. Denton, yes; Ms. Glorioso-Moss, yes; Mr. Ward, yes.

**D. APPROVAL OF MINUTES  
MAY 26, 2020**

**MOTION** A motion was made by Mr. Martinez, seconded by Ms. Glorioso-Moss, to approve the minutes as presented.

**VOTE** The motion passed unanimously by roll call vote as follows:

Vice Chair Romero, yes; Mr. Clavio, yes; Mr. Mortillaro, yes; Mr. Kavanaugh, yes; Mr. Martinez, yes; Mr. Denton, yes; Ms. Glorioso-Moss, yes; Mr. Ward, yes.

**1. COMMUNICATIONS FROM THE PUBLIC**

None.

**2. ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

**A. SELECTION OF CHAIR**

Mr. Aune announced that Mr. Escudero had left the Pueblo and was no longer a member of the TCC or the Policy Board.

Mr. Aune stated that with the resignation of Keith Wilson a new Chair needed to be elected. He suggested Mr. Ward.

**MOTION** A motion was made by Mr. Mortillaro, seconded by Ms. Glorioso-Moss, to elect Mr. Ward as Chair of the MPO-TCC.

**VOTE** Mr. Clavio, yes; Mr. Mortillaro, yes; Mr. Kavanaugh, yes; Mr. Martinez, yes; Mr. Denton, yes; Ms. Glorioso-Moss, yes; Mr. Ward, yes.

Commissioner Hansen stated that she had not yet met Mr. Ward. She welcomed him to the County. She is happy to have him there.

**B. REVIEW AND RECOMMENDATION - RELEASE FOR 15 DAY PUBLIC COMMENT: AMENDMENT #4 SELF-CERTIFICATION TO THE 2020-2025 TIP**

Ms. Yngve reviewed the information included in the meeting packet.

Mr. Romero left the meeting.

**MOTION** A motion was made by Mr. Denton, seconded by Mr. Ward, to recommend approval of the release of amendment #4 to the 2020-2025 TIP for 15 day public comment.

**VOTE** Mr. Clavio, yes; Mr. Mortillaro, yes; Mr. Kavanaugh, yes; Mr. Martinez, yes; Mr. Denton, yes; Ms. Glorioso-Moss, yes; Mr. Ward, yes.

Mr. Ward took over as Chair.

**C. MPO STAFF DISCUSSION - REVIEW AND UPDATES TO TIP PROJECTS**

Mr. Yngve reviewed the TIP information that is included on the website and reviewed the TIP update as of June, 2020.

Ms. Yngve stated that the project on Cerrillos between, St. Michaels and St. Francis, just kicked off.

Mr. Martinez said they have hired a consultant and they are doing mapping. He will ask them to present the information to the MPO once it is completed.

Mr. Aune said the project for bike lanes on Hyde Park Road has been in design for years. A FLAP application was submitted and denied. Mr. Quintana agreed to get the design included in the TIP. Has Mr. Quintana talked to you Javier about this.

Mr. Martinez said he did speak with him about it. A feasibility study is going to be done. That will happen first. An RFP for the study will go out later this year or early 2021.

**3. MATTERS FROM MPO STAFF**

Mr. Aune said that the MTP passed in May. We are looking forward to the August meeting to approve the TIP amendments.

Ms. Yngve said we have had a discussion in the past with this Committee regarding the MPO's involvement in the Safe Routes to Schools Grant.

Mr. Aune said they are looking forward to work with the NMDOT staff to present a formal proposal in August regarding the management of the grant.

Chair Ward said that was great.

**4. MATTERS FROM TCC MEMBERS**

Chair Ward stated that the NE/SE Connections are one of the top priorities of the County. We did receive a recommendation for the 60% complete design for the project and we are very close to the budget. We are moving forward.

**5. NEXT MEETING  
AUGUST 24, 2020**

**6. ADJOURN**

There being no further business before the Committee the meeting adjourned at 2:00 pm.

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Ryan Ward, Chair

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Elizabeth Martin, Stenographer



## Santa Fe MPO Staff Report

Technical Coordinating Committee: August 24, 2020

Santa Fe MPO Policy Board: August 27, 2020

**Matter of Approval:** Approval of 2020-2025 TIP Amendment 4

**RECOMMENDED ACTION:** Approval of the FFY 2020-2025 TIP Amendment 4 via this Self-Certificate formally adopting the amendment.

### Background:

Formal amendments to the Transportation Improvement Program (TIP) occur every quarter for additions of new projects to the TIP or significant project changes. Amendment 4 to the 2020-2025 TIP followed the below schedule:

SFMPO - Call for Amendment Proposals	7/02/2020
SFMPO – Deadline for Submittal of Amendment Proposals	7/20/2020
SFMPO – TCC Amendment Review	7/20/2020
SFMPO – Release for Public Review	7/26/2020
SFMPO – Close of 15 Day Public Review	8/09/2020
SFMPO – TCC Review and Public Comment and Recommendation	8/24/2020
SFMP – TPB Public Hearing and Approval	8/27/2020

No public comment was received during the 15 day Public Review period.

The proposed amendments are:

TIP ID	Agency	DOC	Project Title	Type	Change
S100430	NMDOT	20-04	NM 599/US285 Ramp	Safety (21)	The US-84 beginning milepost was modified from 165.5 to 165.09. \$225,000 was added for Phase III services.
S100590	NMDOT	20-04	I 25 Frontage Bridge	Bridge - Rehab (14)	Project advanced to FY21, previously shelved
S100720	Transit / Rail Division	20-04	US-285, Lamy - USDOT 013802M	Rail/Highway Crossing (22)	New TIP project – Relocate Active Advance Warning Signals on 285; \$50,000

The next call for formal amendments will be October 1, 2020 through October 19, 2020.





## Santa Fe Metropolitan Planning Organization

*"Promoting Interconnected Transportation Options"*



### MPO SELF-CERTIFICATION

#### **Amendment 4 to the FY2020-2025 TIP Approved on August 27th, 2020 by the Santa Fe MPO Transportation Policy Board**

In accordance with 23 U.S.C. 450.334, the New Mexico Department of Transportation (NMDOT), and the Santa Fe Metropolitan Planning Organization (SFMPO) for the Santa Fe urbanized area hereby certify that the transportation planning process, specifically Transportation Improvement Program (TIP) Amendment 4 meets the Performance-Based Planning and Programming (PBPP) requirements established in 23 CFR 450.326(d), 49 CFR 625, and 49 CFR 630. The projects selected in the FFY 2020 – 2025 Transportation Improvement Program (TIP) were developed from the priorities outlined in the NMDOT Asset Management Plan, the New Mexico Strategic Highway Safety Plan, and the New Mexico Freight Plan; and from the priorities outlined in the Santa Fe Trails Transit Asset Management Plan, and the Santa Fe MPO 2020-2045 Metropolitan Transportation Plan and its formally adopted Master Plans.

The programmed projects included in this Amendment 1 to the TIP support the adopted Performance Targets of the Santa Fe MPO for Performance Measure 1 (Safety), Performance Measure 2 (State of Good Repair), Performance Measure 3 (System Performance), and Transit Asset Management. The TIP and each formal amendment were developed, reviewed and processed by the Santa Fe MPO in accordance with the Santa Fe MPO Public Participation Plan and the Santa Fe MPO Title VI Plan. The Santa Fe MPO also certifies that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

- (1) The fiscal constraint required in 23 C.F.R. 450;
- (2) 49 U.S.C. 5323(1), 23 U.S.C. 135, and 23 U.S.C. 450.220;
- (3) Title VI of the Civil Rights Act of 1964 and the Title VI assurance executed by each State under 23 U.S.C. 324 and 29 U.S.C. 794;
- (4) Section 1101(b) of the Transportation Equity Act for the 21st Century (Pub. L. 105-178) regarding the involvement of Disadvantaged Business Enterprises in FHWA and FTA funded planning projects (Sec. 105(f), Pub. L. 97-424, 96 Stat. 2100; 49 CFR, Subtitle A, Part 26);

(5) The provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat.327, as amended) and U. S. DOT implementing regulation;

(6) The provision of 49 U.S.C. Part 20 regarding restrictions on influencing certain activities; and

(7) Sections 174 and 176(c) and (d) of the Clean Air Act as amended (42 U.S.C. 7504, 7506(c) and (d)).  
June 12th, 2019

The projects and revisions that were part of the amendment are as follow:

PROPOSED PROJECTS TO BE AMENDED:

TIP ID	MPO	Lead Agency	DOC	Project Title	Type	Change
S100430	SFM	NMDOT	20-04	NM 599/US285 Ramp	Safety (21)	The US-84 beginning milepost was modified from 165.5 to 165.09. \$225,000 was added for Phase III services.
S100590	SFM	NMDOT	20-04	I 25 Frontage Bridge	Bridge - Rehab (14)	Project advanced to FY21, previously shelved
S100720	SFM	Transit / Rail Division	20-04	US-285, Lamy - USDOT 013802M	Rail/Highway Crossing (22)	New TIP project – Relocate Active Advance Warning Signals on 285; \$50,000

Anna Hansen, Chair- Santa Fe MPO TPB

Date

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## Santa Fe MPO Staff Report

**Technical Coordinating Committee: August 24, 2020**

**Santa Fe MPO Policy Board: August 27, 2020**

**RECOMMENDED ACTION:** Approval of the Santa Fe MPO Safe Routes to School Proposal allowing MPO staff to work directly with the Parks and Recreation Department and selected consultant team for up to 1050 (approximately 2 years) hours and not to exceed \$50,400 in staff time.

**Matter of Approval:** Review and Recommendation - Santa Fe MPO Staff Proposal: Self-Certification for MPO Staff to work directly with the City of Santa Fe Parks and Recreation Department and selected consultant team for two years to assist with the development and implementation of the Safe Routes to School Grant Program

### **Background:**

In the fall of 2018 the Santa Fe MPO, in cooperation with staff from the City of Santa Fe Parks and Recreation Department and Santa Fe Public Schools, assisted with a formal Transportation Alternative Program grant for the purposes of developing a City led Safe Routes to School Program in Santa Fe. In April of 2019, the City of Santa Fe was awarded \$343,406 based on an inclusive cash match of \$50,000 for the project.

Given the opportunity of overlap of the work of the Santa Fe MPO staff in the community over the past year specifically with the development of the Metropolitan Transportation Plan and subsequent to that the 2019 Bicycle Master Plan, MPO staff are uniquely positioned to support the City and Santa Fe Public Schools directly with the execution of the scope of work detailed in the attached grant agreement over the next two years.

Award. The Department (NMDOT) hereby awards the Grantee funding for the following project: "Santa Fe Safe Routes to School Program," (the Project). The total Project cost is \$343,406. The local match shall be 14.56% and the Federal (reimbursable) share shall be 85.44%, as shown in Exhibit A. (Executed Agreement between the City and NMDOT)

The City of Santa Fe is currently working with Procurement Office to release a Request for Proposal in the amount of \$250,000 for this project. Parks and Recreation Director, John Munoz is in full support of the Santa Fe MPO staff working directly with staff and consultant team to help successfully execute the scope of the grant.

Our proposal to the Santa Fe MPO Transportation Policy Board and to the TCC for a formal recommendation is as follows:

1. Important note: City of Santa Fe Parks and Recreation staff shall manage all aspects of the grant and its requirements in accordance to the grant agreement and all federal requirements.
2. MPO staff, as approved designee shall provide professional services for the City, the SRTS Program Manager and consultant team to assist and support the development of a sustainable SRTS program for K -8 grade schools.
3. MPO staff shall retain a database tracking tool specifically detailing any hours spent on the grant. This shall be complimented with a narrative section describing the activities of each MPO staff person for those hours. The MPO staff would use separate and distinct project codes developed in the City's MUNIS financial software program and will technically be part-time employees of the City.
4. It is anticipated that the MPO will commit a total of 1050 hours (Approximately \$50,400 to be drawn down from the TAP grant) from October 1<sup>st</sup>, 2020, to September 20th, 2022 to assist with the development of a successful program.
5. 1050 hours over two years is approximately 8.39% of the 12,514.32 hours over the next two years of MPO staff time. MPO staff submits that this allocation will in no way jeopardize the required federal workload detailed in Title 23 Sections 200 and 450 of the Code of Federal Regulations nor the required work products detailed in the NMDOT's Planning Procedures Manual. We also recognize that the basic tenants, objectives, goals of Safe Routes to School Programs fall in alignment with a multitude of goals, objectives and recommendations found in the MPO's Metropolitan Master Plan, Bicycle Master Plan, Pedestrian Master Plan and Transit Master Plan.
6. The City of Santa Fe shall on-board a professional team(s) via their procurement methods (RFP) to develop a Santa Fe Safe Routes to School Action Plan and provide technical support for implementation strategies as needed.
7. MPO staff will provide support to the hired professional team and to any local SRTS Team or Coalition to guide the development of the Action Plan and implementation strategies identified in the local SRTS Action Plan and the program as a whole over the course of the grant.
8. MPO staff will pursue relevant and appropriate training opportunities for MPO staff and team/coalition members, local champions, and other school representatives.
9. The MPO will submit an amendment to the 2019 and 2020 UPWP to reflect changes in hours in FFY20 Quarter 4.

Respectfully submitted,

Erick Aune, MPO Officer





## **Santa Fe Metropolitan Planning Organization**

***“Promoting Interconnected Transportation Options”***



### **MPO SELF-CERTIFICATION**

**Proposal to allow MPO Staff to Work Directly with City of Santa Fe Parks and Recreation Department on the execution of the City’s Transportation Alternative Program Grant Award for the Development of a Safe Routes to School Program: Approved on August 27<sup>th</sup>, 2020 by the Santa Fe MPO Transportation Policy Board**

The Santa Fe Metropolitan Planning Organization (SFMPO) hereby certify that following proposal has been considered and duly approved on this 27<sup>th</sup> day of August 2020.

Proposal:

1. Important note: City of Santa Fe Parks and Recreation staff shall manage all aspects of the FHWA Transportation Alternatives grant award as executed in the agreement attached herein and its requirements in accordance to all federal requirements.
2. MPO staff, as approved shall provide professional services for the City, the SRTS Program Manager and consultant team to assist and support the development of a sustainable SRTS program for K -8 grade schools.
3. MPO staff shall retain a database tracking tool specifically detailing any hours spent on the grant. This shall be complimented with a narrative section describing the activities of each MPO staff person for those hours. The MPO staff would use separate and distinct project codes developed in the City's MUNIS financial software program and will technically be part-time employees of the City.
4. It is anticipated that the MPO will commit a total of 1050 hours (Approximately \$50,400 to be drawn down from the TAP grant) from October 1<sup>st</sup>, 2020, to September 20<sup>th</sup>, 2022 to assist with the development of a successful program.
5. 1050 hours over two years is approximately 8.39% of the 12,514.32 hours over the next two years of MPO staff time. MPO staff submits that this allocation will in no way jeopardize the required federal workload detailed in Title 23 Sections 200 and 450 of the Code of Federal Regulations nor the required work products detailed in the NMDOT's Planning Procedures Manual. We also recognize that the basic tenants, objectives, goals of Safe Routes to School Programs fall in alignment with a

multitude of goals, objectives and recommendations found in the MPO's Metropolitan Master Plan, Bicycle Master Plan, Pedestrian Master Plan and Transit Master Plan.

6. The City of Santa Fe shall on-board a professional team(s) via their procurement methods (RFP) to develop a Santa Fe Safe Routes to School Action Plan and provide technical support for implementation strategies as needed.
7. MPO staff will provide support to the hired professional team and to any local SRTS Team or Coalition to guide the development of the Action Plan and implementation strategies identified in the local SRTS Action Plan and the program as a whole over the course of the grant.
8. MPO staff will pursue relevant and appropriate training opportunities for MPO staff and team/coalition members, local champions, and other school representatives.
9. The MPO will submit an amendment to the 2019 and 2020 UPWP to reflect changes in hours in FFY20 Quarter 4.

Anna Hansen, Chair- Santa Fe MPO TPB

Date

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ITEM # 20-0112

Contract No: 018464  
Vendor No: 0000054360  
Project No: S100670  
Control No: S100670

#### GRANT AGREEMENT

This grant agreement (Agreement) is between the New Mexico Department of Transportation (**Department**) and the City of Santa Fe (**Grantee**). The Department and the Grantee hereafter (collectively referenced as, "the Parties"), agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following project: "Santa Fe Safe Routes to School Program," (the Project). The total Project cost is \$343,406. The local match shall be 14.56% and the Federal (reimbursable) share shall be 85.44%, as shown in Exhibit A.
2. **Scope of Work.** The Grantee shall perform the professional services stated in Exhibit A.
3. **Payment.** The Department will reimburse the Grantee after receipt of a reimbursement request with supporting documentation showing that expenses have been paid by the Grantee.
  - a. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to the Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the federal award noted in Section 1.
  - b. Reimbursement requests must be submitted at least quarterly (federal fiscal year) no later than twenty-five (25) days after the last day of the quarter. Each reimbursement request shall reflect the correct federal/local match ratio as applied to the total of costs incurred by the Grantee for the quarter, as noted in Section 1.
  - c. When the Grantee pays more than its share of the total for a particular period, it must be clearly noted in the reimbursement request, and the amount of overpayment (over-match) will not be applied to future reimbursement requests.
  - d. Requests shall be submitted using the cover sheet provided by the Department, shall be completed fully and correctly, and shall be signed by the Grantee's designated representative. Requests must certify that invoices accurately reflect work completed, amount due and remaining balance.



- e. The Department reserves the right to withhold reimbursement if any of the aforementioned requirements are not met.
  - f. The Grantee shall submit its final reimbursement request no later than thirty (30) days after termination of this Agreement.
  - g. If the Grantee fails to submit a reimbursement request for two contiguous quarters, the Grantee shall provide written justification for the lack of activity to the Department within fifteen (15) days of the end of the second contiguous quarter.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request pursuant to 2 CFR Section 200.333 and 1.21.2 NMAC. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) days of written notice.
5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) days written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.
7. **Appropriations.** The Grantee acknowledges that:

- a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
- b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
- c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

**8. Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

- a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
- b. all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, (and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation); and
- c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related regulations.

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

**to the Department at:**

Maggie Moore  
Urban and Regional Planner  
New Mexico Department of Transportation  
P.O. Box 1149

**to the Grantee at:**

Richard Thompson  
Parks Division Director  
City of Santa Fe  
P.O. Box 909

Santa Fe, New Mexico 87504  
(505)470-4705  
Maggie.moore@state.nm.us

Santa Fe, NM 87504  
(505)955-2105  
rcthompson@santafenm.gov

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Tort Claims.** 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 the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. 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 common law or the New Mexico Tort Claims Act.
12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
14. **Term.** This Agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department. The Agreement terminates at 12:00 a.m. on September 30, 2022 unless earlier terminated as provided in Section 6 or Section 7.
15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Scope of Agreement and Merger.** This Agreement constitutes the entire understanding

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

19. **Disadvantaged Business Enterprise (DBE).** The following provision applies to a USDOT-assisted federally funded Agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

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

Each party is signing this Agreement on the date stated opposite that party's signature.

Date: 4/24/20

DEPARTMENT OF TRANSPORTATION

By: [Signature]  
Cabinet Secretary or Designee

City of Santa Fe

Date: 3/31/2020

By: [Signature]  
Alan Webber, Mayor

City of Santa Fe Attest

Date: 3-5-20

By: [Signature]  
Yolanda Y. Vigil, City Clerk  
Cmty 2/24/20  
City of Santa Fe Approved

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

By: [Signature] 3/2/20  
Mary McCoy, Finance Director

Approved as to form and legal sufficiency.

Date: 1/15/2020

By: [Signature]  
Assistant General Counsel  
Department of Transportation

Approved as to form and legal sufficiency.

Date: 1/16/20

By: [Signature]  
City of Santa Fe  
Senior Assistant City Attorney

Exhibit A

SCOPE OF WORK AND BUDGET

**1. Scope of Work.** The Grantee shall complete and oversee the following activities for the Santa Fe Public Schools Safe Routes to School (SRTS) Program:

- (1) Hire, designate or employ a SRTS Program Manager to develop a sustainable SRTS program for Kindergarten through 8<sup>th</sup> grade schools within the Santa Fe Public School District that focuses on the 6 E's of Safe Routes to School (Education, Encouragement, Equity, Engineering, Evaluation, and Enforcement) and further enables students to safely walk or bicycle between home and school.
- (2) Develop a Santa Fe Safe Routes to School Action Plan.
- (3) Establish a local SRTS Team or Coalition to guide the development of the Action Plan and implement strategies identified in the local SRTS Action Plan and the program as a whole.
- (4) Pursue relevant and appropriate training opportunities for program manager, local champions or other school representatives.
- (5) Build a sustainable SRTS program to include elements of the 6 E's to include:
  - a) an educational component that develops and/or utilizes engaging and age appropriate materials and curricula around pedestrian & bicycle safety, health and wellness benefits from walking and bicycling, the broad range of transportation choices available in the community, driver responsibility and awareness, and other relevant information to address specific local needs as identified;
  - b) an encouragement component that includes school specific Walk and Bike to School maps, regular activities and events, such as Walk and Roll to school day, Walking Wednesdays, Two-wheel Tuesdays, and other events and programs as developed by the individual schools, such as a Walking School Bus and/or Bicycle Train program, to incorporate SRTS into each school's unique culture;
  - c) an equity component to ensure underserved and vulnerable populations are engaged and empowered, and unique barriers that underserved populations face are identified, analyzed, and addressed;
  - d) an engineering component to evaluate walking and biking routes to schools and make recommendations to city traffic engineers and Santa Fe School District leadership for infrastructure projects to make the streets, sidewalks and walkways safe for students and the community;
  - e) an evaluation component to assess, review and analyze program

effectiveness, monitor outcomes, conduct parent and student survey's, and employ the assistance (via stipends) of teachers and school administrators to assist in data gathering and monitoring of transportation patterns at each school; and

- f) an enforcement component to coordinate and facilitate traffic safety enforcement efforts with local law enforcement, crossing guards, school administrators and the general public.

## 2. Budget

<b>General Budget</b>	<b>Amount</b>
Federal Funding	\$293,406
Local Match	\$50,000
Project Total	\$343,406
<b>Santa Fe Safe Routes to School Budget Items</b>	<b>Amount</b>
SRTS Coordinator (Salary and Benefits 4 years)	\$217,350
Grant Administration	\$6,440
Safe Routes to School Action Plan	\$50,000
Evaluation, Equity and Enforcement	\$25,616
Local Champion stipends for SFPS Staff	\$18,000
Education & Encouragement	\$20,000
Travel and Trainings	\$6,000
Project Total	\$343,406