

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Route 66 Centennial Grant Program
Infrastructure or Destination Enhancement Grant Agreement**

THIS AGREEMENT is made and entered into by State of New Mexico Tourism Department, hereinafter referred to as the “NMTD,” and the City of Santa Fe, TOURISM Santa Fe, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of supporting the Route 66 Centennial, focusing on preserving and enhancing infrastructure along the Route 66 corridor in New Mexico; and

WHEREAS, NMTD desires to coordinate this partnership effort by funding infrastructure projects that celebrate and maintain the historical and cultural significance of Route 66 in New Mexico, involving local and tribal governments, and non-profits; and

WHEREAS, Partner wishes to assist in the preservation and enhancement of infrastructure related to Route 66 in New Mexico, ensuring that it remains a vibrant attraction for tourism and community engagement, namely the Santa Fe Route 66 Wayfinding Project;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of enhancing infrastructure along the Route 66 corridor in New Mexico, preserving its historical value, and promoting it as a tourism destination, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A.** Ensure completion of the Scope of Work, as approved by NMTD and attached hereto as *Exhibit A* to facilitate the creation of the Santa Fe 66 Route 66 Wayfinding Project.
- B.** Partner agrees and affirmatively states that it will implement, in all respects, the Project in the agreed upon time frame. Partner shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Partner is responsible for financing its share of the costs of the Project, including any and all Project overruns.
 1. Project funds cannot be used to reimburse Partner for indirect Project costs.
 2. Project funds shall not be used for purposes other than those agreed upon and specified in the Project Description.
 3. Partner agrees and acknowledges project funds shall not be used for purposes other than those outlined and specified in *Exhibit A*.
 4. The Parties agree that the Project’s funds must be “expended” on or before June 15, 2025. For the purposes of disbursement under the Agreement, it is sufficient for Partner to “encumber” the Project funds on its books on or before June 15, 2025. If NMTD determines that Partner has not “expended” Project funds by the termination

of this Agreement, then the Partner shall immediately return such funds to NMTD for disposition in accordance with law.

- C. Partner must provide NMTD with applicable plans and compliance documentation *prior* to project start including but not limited to city and other local ordinances, building codes, and any state or federal regulations.
- D. Partner agrees to complete progress meetings as required by NMTD, providing all information as directed.
 - 1. Partner shall make every effort to maintain effective communications with NMTD for the term of this agreement.
- E. Following disbursement of the total grant award, Partner will be required to submit narrative and fiscal reports to NMTD.
 - 1. Partner shall submit a Midpoint Report on or before December 30, 2024, to Grant Coordinator Andria Montoya. Midpoint Report shall include progress information and photos for the Project.
 - 2. Partner shall submit to NMTD a Final Report for the Project. The Final Report shall be submitted on a form provided by NMTD and contain such information as NMTD may require. The Final Report form is attached hereto and incorporated by reference as Exhibit C. The paper Final Report must be submitted on or before June 15, 2025.
- F. During the term of this Agreement NMTD may request such additional information regarding the Project as it deems necessary and conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
 - 1. Requests made pursuant to this subparagraph B are in addition to and not in lieu of the final reporting described in subparagraph C of this article.
 - 2. In the event Partner fails to timely respond within 10 business days of receipt of a request or communication from NMTD, the Department reserves the right to resume, modify, reject, cancel or stop any and all initiatives or works in progress.

II. Obligations of NMTD.

Provide collaborative assistance in the form of funds up to forty-two thousand three hundred thirty-three dollars (\$42,333.00) for eligible expenses toward the creation of the Santa Fe Route 66 Wayfinding Project, as outlined in *Exhibit A*, for a total grant award of forty-two thousand three hundred thirty-three dollars (\$42,333.00) for FY25.

III. Additional Terms & Conditions.

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2025**. Either party may terminate or seek to further negotiate this Agreement upon written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination.

- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- D. 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 by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.
- E. This Agreement is governed by the laws of the State of New Mexico to include, but not limited to:
 - 1. The New Mexico Cultural Properties Act, particularly as related to renovation or preservation of historic buildings or structures; and
 - 2. Federal laws, to include but not limited to the Americans with Disabilities Act; and
 - 3. Any applicable local building codes, municipal historic standards and guidelines, and municipal historic district procedures and regulations.
- F. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- G. Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service, electronic mail, facsimile, or U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
Novela Salazar
General Counsel
491 Old Santa Fe Trail | Santa Fe, NM 87501
505-490-7185 | novela.salazar@td.nm.gov

To Partner: Jordan Guenther, Director of Marketing
TOURISM Santa Fe
201 W Marcy St.
Santa Fe, NM 87501
505-309-1194 | jguenther@santafenm.gov

- H. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Deputy Cabinet Secretary listed below.

FOR CITY OF SANTA FE:

By: DocuSigned by: Randy Randall Date: 11/26/2024
9E521A6B1588410...
Interim City Manager, City of Santa Fe
PARTNER

Attest:

By: Signed by: Andrea Salazar Initial: XV Date: 11/26/2024
422827664564435...
Andrea Salazar, Interim City Clerk Initial, Xavier Vigil

City Attorney's Office:

By: Signed by: Patricia Feghali Date: 11/20/2024
E9AFE87A77134DC...
Pat Feghali, Assistant City Attorney

Approved for Finances:

By: Signed by: Emily K. Oster Date: 11/26/2024
94186A0F0CFB48D...
Emly Oster, Finance Director

FOR NMTD:

Approved for legal sufficiency:

By: DocuSigned by: Novela Salazar Date: 11/26/2024
B422D3B3622C4B6...
Novela Salazar, General Counsel NMTD

By: DocuSigned by: Rayline Sebay Date: 11/27/2024
6122E56AC4444C2...
Rayline Sebay, CPO, ASD NMTD

By: DocuSigned by:
Jennifer Saavedra
B82BA2BC2F7E403...
Jennifer Saavedra, Deputy Cabinet Secretary NMTD

Date: 11/27/2024

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to engage in business and to report and pay tax from business conducted in New Mexico.

CRS Number: 01-710541-00-2

By: DocuSigned by:
Nancy Lujan
B5A4D3141D9245F
Taxation and Revenue Department

Date: 11/27/2024

EXHIBIT A

Scope of Work

Partner Deliverables:

- A. Provide a mid-point report to Andria Montoya at Andria.Montoya@td.nm.gov no later than **December 30, 2024**, to include the following items:
 - a. A record of how all monies granted through this Agreement were spent (to include invoice).
 - b. A record of additional funding being spent on the project, *if applicable* (to include invoices).
 - c. Updated planning and designs including but not limited to:
 - i. Documents related to the design and installation of wayfinding signage, light pole banners and Route 66 inspired road decals; and
 - ii. List of expenses and timelines; and
 - iii. Before and after photos of project areas; and
 - iv. All associated documents, necessary subcontracts, and required permitting.
- B. Provide a final report to Andria Montoya at Andria.Montoya@td.nm.gov no later than **June 16, 2025**, to include the following items:
 - a. A record of how all monies granted through this Agreement were spent (to include invoice).
 - a. A record of additional funding being spent on the project, *if applicable* (to include invoices).
 - b. Updated programming and installation including but not limited to:
 - i. Images prior to work, throughout project and images of completed portions of work if applicable; and
 - ii. Finalization of design, development, location and installation of art, educational and interpretive signage; and
 - iii. Original artwork and photography, as licensing allows if applicable.
- C. A copy of the Master and/or Design Plans.
- D. Include the following acknowledgment of support statement on all materials produced in whole or in part with Grant Funds:
 - a. “Funded [in part] through a Grant with the New Mexico Tourism Department.” For purposes of this requirement, the term “materials” includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items. The term “materials” does not include stationery or business cards and NMTD’s Route 66 Centennial logo may not be used on such items.

- b. Partner must obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.

E. All deliverables will be completed by **June 15, 2025**

