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STATE OF NEW MEXICO
TOURISM DEPARTMENT
"Clean & Beautiful" Grant Program Agreement
AMENDMENT #1

THIS AMENDMENT to the Grant Program Agreement ("Agreement"), numbered **26-418-6002-00026-00**, is made and entered into by the **State of New Mexico Tourism Department**, hereinafter referred to as the "NMTD," and City of Santa Fe hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

WHEREAS, the Parties have chosen to amend the Agreement, as provided for in Article III (C) of the Agreement,

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

Article I. Obligations of Partner, on page 1 of the Agreement, and Article II. Obligations of NMTD, on page 2 of the Agreement, and Article III. Additional Terms & Conditions, on page 2 of the Agreement are hereby amended to read as follows:

I. <u>Obligations of Partner</u>.

A. Perform and complete the projects and programs, expending all related funds, as outlined in the Project Award Schedule, as approved by NMTD and attached hereto as ***Revised Exhibit A*.**

B. Acknowledge that the NMTD Tourism Development Division Director reserves the right to unilaterally adjust, modify or cancel any and all awards as outlined in ***Revised Exhibit A*** in order to ensure the expenditure of all funds.

C. Agree and acknowledge project funds shall not be used for purposes other than those outlined and specified in ***Revised Exhibit A*.**

D. Request and obtain prior approval from NMTD for any and all modifications to the awarded initiatives and approved expenditures outlined in ***Revised Exhibit A*.**

2. An amendment to the Agreement and ***Revised Exhibit A*** must be executed by all parties before Partner implements the requested change to approved expenditures.

II. <u>Obligations of NMTD</u>.

A. Provide award funds for all eligible expenses in accordance with the Act and according to ***Revised Exhibit A*** and Exhibit B.

III. <u>Additional Terms & Conditions</u>.

D. "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including, but not limited to, acts of God, pandemic-related public health orders, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If a Force Major Event occurs, neither Party will be deemed in default of this Agreement. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to NMTD, and Partner will offer mutually agreeable amendments to ***Revised Exhibit A***. Until such time as this Agreement is

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amended, NMTD will withhold payment of award funds as set forth in ***Revised Exhibit A***.

Except as amended above, the Agreement remains in full force and effect and is not altered, changed, or amended in any way by this Amendment. All other articles and paragraphs of the Agreement remain the same.

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

CITY ATTORNEY'S OFFICE:

Signed by:
By: Sarah Piltch Date: 3/24/2026
CBC9B5BF1C0B4DA...
Sarah Piltch, Assistant City Attorney

APPROVED FOR FINANCES:

Signed by:
By: Andrea Phillips Date: 3/27/2026
561D80F6BFFA498...
Andrea Phillips, Interim Finance Director
PARTNER

CITY MANAGER:

Signed by:
By: Brian Moya Date: 3/30/2026
42CA8E7FBD654E9...
Brian Moya, Interim City Manager

ATTEST:

Signed by:
By: Geralyn Cardenas Date: 3/30/2026
B7BB1746784449C...
Geralyn Cardenas, Interim City Clerk

Initial
EQ

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Approved for legal sufficiency:

By: Signed by: 46B03B17C71F4BA... Date: 3/30/2026
Phoebe Roderick, Legal Counsel for NMTD

By: DocuSigned by: Rayline Sebay 6122E56AC4444C2... Date: 3/30/2026
Rayline Sebay, CPO, ASD NMTD

By: Signed by: Shanna Sasser B11DC84B2A7E4D9... Date: 3/31/2026
Dr. Shanna Sasser, Deputy Cabinet Secretary, NMTD

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.

ID Number: **01-710541-00-2**

By: DocuSigned by: AnnMarie Lucero A1E23200AE974AA... Date: 3/31/2026
Taxation and Revenue Department

FY26 New Mexico Clean & Beautiful Grant Program

EXHIBIT A - AMENDMENT 1
PROJECT AWARD SCHEDULE

CITY OF SANTA FE

Goals & Objectives	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
End Littering					
Reduce Waste					
Beautify Communities					
3.1 Torreon Park Project			$16,987.49		
Approved Expenditures: Trees, seedlings, pollinator seed packets, pollinator plants, soil, compost, mulch, and anti-litter signage					
Empower Youth					
Increase Program Capacity					
5.2 Keep America Beautiful Dues					$313.50
Approved Expenditures: Keep America Beautiful Dues					
5.3 Keep America Beautiful Annual Conference					$2,200.00
Approved Expenditures: Conference stipend					
Goal Subtotals	*$0.00*	*$0.00*	*$16,987.49*	*$0.00*	*$2,513.50*
Total Award			**$19,500.99**		