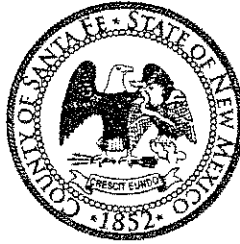


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

DATE: February 17, 2017

TO: Board of County Commissioners

FROM: Don Moya, Finance Director *Ed J. DM*

VIA: Katherine Miller, County Manager

RE: Resolution No. 2017-___, Requesting an Increase to the Road Projects Fund (311) to Budget Three (3) Grants from The New Mexico Department of Transportation for the Pavement Rehabilitation/Improvements of Various County Roads in Santa Fe County. / \$344,949 (Finance Division / Don Moya)

SUMMARY:

The purpose of this request is to increase the Road Project Fund (311) to budget three (3) Local Government Road Funds grants that were awarded to Santa Fe County from New Mexico Department of Transportation.

BACKGROUND:

Santa Fe County Public Works Department was granted three (3) grants from the New Mexico Department of Transportation for pavement rehabilitation/improvements of various County roads in Santa Fe County. The grants are to be funded in proportional share which allocates 75% from Department of Transportation and requires a 25% match by Santa Fe County.

Grant: CAP-5-17(470)
Grant NMDOT Amount: \$112,645
County Grant Match: \$37,548

Grant: SB-7806(103)17
Grant NMDOT Amount: \$78,157
County Grant Match: \$26,052

Grant: SP-5-17(184)
Grant NMDOT Amount: \$67,910
County Grant Match: \$22,637

ACTION REQUESTED:

Approve a budget increase to the Road Project Fund (311) to budget the 75% NMDOT share and the 25% County match in order to budget the Local Government Road Funds Grants that were awarded for pavement rehabilitation / improvements of various County roads in Santa Fe County in the amount of \$344,949.

SANTA CRUZ COUNTY

Page 1 of 4

RESOLUTION 2017 - _____

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on February 28, 2017, did request the following budget adjustment:

Department / Division: CMO/Finance Fund Name: Road Projects Fund (311)

Budget Adjustment Type: Budget Increase Fiscal Year: 2017 (July 1, 2016 - June 30, 2017)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
311	6186	371	0200	State/NM State Highway	\$112,645	
311	6186	371	0200	State/NM State Highway	\$78,157	
311	6186	371	0200	State/NM State Highway	\$67,910	
311	0000	385	0200	Budgeted Cash/State Funds	\$37,548	
311	0000	385	0200	Budgeted Cash/State Funds	\$26,052	
311	0000	385	0200	Budgeted Cash/State Funds	\$22,637	
TOTAL (if SUBTOTAL, check here)					\$344,949	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY/LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
311	6186	481	4003	LGRF Maintenance Grants/Maintenance Infrastructure	\$150,193	
311	6186	481	4003	LGRF Maintenance Grants/Maintenance Infrastructure	\$104,209	
311	6186	481	4003	LGRF Maintenance Grants/Maintenance Infrastructure	\$90,547	
TOTAL (if SUBTOTAL, check here)					\$344,949	

Requesting Department Approval: Don W. Maye Title: Finance Director Date: 2/17/17

Finance Department Approval: Don W. Maye Date: 2/17/17 Entered by: _____ Date: _____

County Manager Approval: _____ Date: _____ Updated by: _____ Date: _____

SANTA FE COUNTY

RESOLUTION 2017 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Don Moya Dept/Div: CMO/Finance Phone No.: 995-2780

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 1) Please summarize the request and its purpose.

Santa Fe County Public Works Department received three (3) grant agreements from New Mexico Department of Transportation for pavement rehabilitation/improvements of various County roads. This request is to increase the budget in Road Project Fund (311) for the following grants:

Grant: CAP-5-17(40)	Grant: SB-7806(103)17	Grant SP-5-17(184)
Grant NMDOT Share: \$112,645	Grant NMDOT Share: \$78,157	Grant NMDOT Share: \$67,910
Santa Fe County Grant Match: \$37,548	Santa Fe County Grant Match: \$26,052	Santa Fe County Grant Match: \$22,637

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount

- 2) Is the budget action for RECURRING expense _____ or for NON-RECURRING (one-time only) expense X

SANTA COUNTY

Page 3 of 4

RESOLUTION 2017 -

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Don Moya Dept/Div: CMO/Finance Phone No.: 995-2750

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
 - a) If this is a state special appropriation, YES X NO NO
If YES, cite statute and attach a copy.

State of New Mexico Local Government Road Funds

- b) Does this include state or federal funds? YES X NO NO
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.

Grant:	CAP-5-17(470)	SB-7806(103) 17	SP-5-17(184)
Contract No:	D15411	D15429	D15431
Control No:	L500255	L500249	L500223
Grant NMDOT Amount:	\$112,645	\$78,157	\$67,910
Santa Fe County Grant Match:	\$37,548	\$26,052	\$22,637

- c) Is this request a result of Commission action? YES X NO NO
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).

The following Resolutions were approved at the September 13, 2016 BCC Meeting:

Resolution 2016-92, Adopting Local Government Road Improvement Fund Project No. CAP-5-17(470) for Pavement Rehabilitation Improvements of County Roads Throughout Santa Fe County, New Mexico and Replacing and Superseding Resolution NO. 2016-75

Resolution 2016-93, Adopting Local Government Road Improvement Fund Project No. SB-7806(103) 17 for Pavement Rehabilitation Improvements of County Roads Throughout Santa Fe County, New Mexico and Replacing and Superseding Resolution No. 2016-76

Resolution 2016-94, Adopting Local Government Road Improvement Fund Project NO. SP-5-17(184) for Pavement Rehabilitation Improvements of County Roads Throughout Santa Fe County, New Mexico and Replacing and Superseding Resolution No. 2016-77

- d) Please identify other funding sources used to match this request.
The grants each have a match requirement which is included in this request.

SANTA FE COUNTY

RESOLUTION 2017 - _____

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This _____ Day of _____, 2017.

Santa Fe Board of County Commissioners

Henry P. Roybal, Chairperson

ATTEST:

Geraldine Salazar, County Clerk

Contract No. D15411
Vendor No. 0000054297
Project No. CAP-5-17(470)
Control No. L500255

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this 28th day of October, 2016 between the NEW MEXICO DEPARTMENT OF TRANSPORTATION ("Department") and the SANTA FE COUNTY, ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to Public Entity for the PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS, as described in Project No. CAP-5-17(470), Control No. L500255, and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is ONE HUNDRED FIFTY THOUSAND FOUR HUNDRED NINETY THREE DOLLARS (\$150,193.00) to be funded in proportional share by the parties hereto as follows:

- a. Department's share shall be 75%

\$112,645.00

PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS

- b. The Public Entity's required proportional matching

Share shall be 25%

\$37,548.00

For purpose stated above

c. Total Project Cost

\$150,193.00

2. The Public Entity shall pay all Project costs, which exceed the total amount of **ONE HUNDRED FIFTY THOUSAND ONE HUNDRED NINETY THREE DOLLARS (\$150,193.00)**.

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
5. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.

7. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - a. Utility Certification,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances Certification,
 - f. Right of-way acquisition Certification,
 - g. Hazardous substance/waste site(s) contamination,
 - h. Railroad Certification,
 - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
10. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
11. Complete the project within 18 months of approval of funding by the State Transportation Commission.
12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
13. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established

Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the "Project Certification of Design, Construction, and Cost," form, which is attached as Exhibit A.

14. Within thirty (30) days of completion, furnish the Department an "AS BUILT Summary of Costs and Quantities" form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in "Project Certification of Design, Construction, and Cost" form.
15. Failure to provide the "Project Certification of Design, Construction, and Cost" form and an "AS BUILT Summary of Costs and Quantities" report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
16. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.

3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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 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 for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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 the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2017.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – 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 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION TWENTY – 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.

SECTION TWENTY-ONE – 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 Section 38-3-1(G) NMSA 1978.

SECTION TWENTY-TWO – AMENDMENT:

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: 
Cabinet Secretary or Designee

Date: 10/22/16

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S
OFFICE OF GENERAL COUNSEL

By: Cynthia A. Chert
Assistant General Counsel



Date: 10-24-16

SANTA FE COUNTY

By: 
County Manager

Date: 10.3.16

ATTESTED

Approved as to form
Santa Fe County Attorney
By: 
Date: 9-27-16
 9/28/16

By: _____
County Clerk

Date: _____

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____
PROJECT _____
No.: _____
TERMINI: _____

LGRF Agreement
CAP-5-17(470)

EXHIBIT-C

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY RESOLUTION NO. 2016 - 92

SFC CLERK RECORDED 09/15/2016

A RESOLUTION ADOPTING LOCAL GOVERNMENT ROAD IMPROVEMENT FUND PROJECT NO. CAP-5-174(470) FOR PAVEMENT REHABILITATION IMPROVEMENTS OF COUNTY ROADS THROUGHOUT SANTA FE COUNTY, NEW MEXICO AND REPLACING AND SUPERSEDING RESOLUTION NO. 2016-75

WHEREAS, pursuant to NMSA 1978, Section 67-3-28.2, assistance for local road construction and repair is available through the New Mexico Department of Transportation ("NMDOT") from the Local Government Road Improvements Fund ("LGRF"); and

WHEREAS, the County of Santa Fe ("County") applied for Fiscal Year 2017 LGRF funding for pavement rehabilitation/improvements on various roads; and

WHEREAS, by letter, dated June 20, 2016 (Exhibit A), NMDOT informed the County that Project No. CAP-5-17(470) (the "Project") had been approved; and

WHEREAS, prior to development of a Cooperative Agreement for the Project, NMDOT requires the Board of County Commissioners ("Board") to adopt a resolution adopting the project and verifying its priority status with the County; and

WHEREAS, Resolution 2016-75, previously adopted by the Board regarding the Project included minor errors that the Board now desires to correct; and

WHEREAS, the location and other information concerning the Projects are depicted on the attached maps (Exhibit B) and in the following table:

2017 CAP Pavement Preservation Projects

Road Name	SFC Road	Beginning of Project	End of Project	NMDOT Share	SF County Share	Total
Living Water	CR 9E	SR 544	North Mountain road	\$18,633.75	\$6,211.25	\$24,845
Jaymar Road	CR 16A	SR 41	1st cattle guard	\$12,321.00	\$4,107.00	\$16,428
Martin Road	CR 17	Dinkle Road	Thompson Road	\$40,415.00	\$13,475.00	\$53,890
	CR 17A	SR 472	CR 14A	\$14,854.00	\$4,951.00	\$19,805
Elm Pine Camino	N/A	CR 44	South Finon	\$17,279.25	\$5,759.75	\$23,039
Montoya	N/A	CR 56	Calle Liza	\$9,132.00	\$3,044.00	\$10,924
			Total	\$112,645	\$37,548	\$150,193

SFC CLERK RECORDED 09/15/2016

WHEREAS, the County shall pay all costs, if any, which exceed the total amount of \$150,193.00.

NOW, THEREFORE, BE IT RESOLVED that the Board (i) hereby adopts the Project as described in this Resolution; (ii) confirms the Project's priority status; (iii) agrees to provide the County Share of Project costs as set forth above; and (iv) delegates to the County Manager the authority to execute on behalf of the County the Cooperative Agreement with NMDOT for the Project and any amendments thereto.

BE IT FURTHER RESOLVED by the Board that this Resolution entirely replaces and supersedes Resolution No. 2016-75.

PASSED, APPROVED, AND ADOPTED THIS 13th DAY OF SEPTEMBER, 2016.

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By: Miguel M. Chavez
Miguel M. Chavez, Chair

ATTEST:

Geraldine Salazar
Geraldine Salazar, Santa Fe County Clerk 9-13-2016



APPROVED AS TO FORM:

Gregory S. Shaffer
Gregory S. Shaffer, Santa Fe County Attorney

FINANCE APPROVAL:

Carole Jaramillo
Carole Jaramillo, Santa Fe County Finance Director



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
DOE RESOLUTIONS
PAGE: 3
I hereby Certify that this Instrument was Filed for
Record on the 13th Day of September, 2016 at 02:43:03 PM
and was duly Recorded as Instrument # 1224372
in the Records of Santa Fe County

Witness My Hand and Seal of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

Contract No. D15429
Vendor No. 0000054297
Project No. SB-7806(103)17
Control No. L500249

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this 28th day of October, 2016 between the NEW MEXICO DEPARTMENT OF TRANSPORTATION ("Department") and the SANTA FE COUNTY, ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to Public Entity for the PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS, as described in Project No. SB-7806(103)17, Control No. L500249, and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is ONE HUNDRED FOUR THOUSAND TWO HUNDRED NINE DOLLARS (\$104,209.00) to be funded in proportional share by the parties hereto as follows:

- a. Department's share shall be 75%

\$78,157.00

PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS

- b. The Public Entity's required proportional matching

Share shall be 25%

\$26,052.00

For purpose stated above

c. Total Project Cost

\$104,209.00

2. The Public Entity shall pay all Project costs, which exceed the total amount of ONE HUNDRED FOUR THOUSAND TWO HUNDRED NINE DOLLARS (\$104,209.00).

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
5. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.
7. Be responsible, for performing or directing the performance, of all pre-construction activities,

including, but not limited to, the following:

- a. Utility Certification,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances Certification,
 - f. Right of-way acquisition Certification,
 - g. Hazardous substance/waste site(s) contamination,
 - h. Railroad Certification,
 - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
 9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
 10. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
 11. Complete the project within 18 months of approval of funding by the State Transportation Commission.
 12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
 13. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund

projects, by submitting the “**Project Certification of Design, Construction, and Cost,**” form, which is attached as Exhibit A.

14. Within thirty (30) days of completion, furnish the Department an “**AS BUILT Summary of Costs and Quantities**” form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in “**Project Certification of Design, Construction, and Cost**” form.
15. Failure to provide the “**Project Certification of Design, Construction, and Cost**” form and an “**AS BUILT Summary of Costs and Quantities**” report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
16. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity’s local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.
3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the

contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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 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 for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability

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

SECTION TEN -- EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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 the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN --LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE -- PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN -- ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years

after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2017.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – 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 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION TWENTY – 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.

SECTION TWENTY-ONE -- 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 Section 38-3-1(G) NMSA 1978.

SECTION TWENTY-TWO -- AMENDMENT:

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: 
Cabinet Secretary or Designee

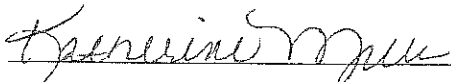
Date: 10/28/16

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S
OFFICE OF GENERAL COUNSEL

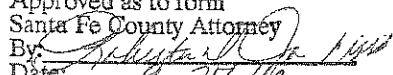

By: Gynthia A. Chert
Assistant General Counsel

Date: 10-24-16

SANTA FE COUNTY

By: 
County Manager

Date: 10.3.16

ATTESTED
Approved as to form
Santa Fe County Attorney
By: 
Date: 9-27-16
 9/29/16

By: _____
County Clerk

Date: _____

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on _____, 20____; and
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____
PROJECT _____
No.: _____
TERMINI: _____

FY2017

EXHIBIT-C

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY RESOLUTION NO. 2016 - 93

SFC CLERK RECORDED 09/15/2016

A RESOLUTION ADOPTING LOCAL GOVERNMENT ROAD IMPROVEMENT FUND PROJECT NO. SB-7806(103)17 FOR PAVEMENT REHABILITATION, IMPROVEMENTS OF COUNTY ROADS THROUGHOUT SANTA FE COUNTY, NEW MEXICO AND REPLACING AND SUPERSEDING RESOLUTION NO. 2016-76

WHEREAS, pursuant to NMSA 1978, Section 67-3-28.2, assistance for local road construction and repair is available through the New Mexico Department of Transportation ("NMDOT") from the Local Government Road Improvements Fund ("LGRF"); and

WHEREAS, the County of Santa Fe ("County") applied for Fiscal Year 2017 LGRF funding for pavement rehabilitation/improvements on various roads; and

WHEREAS, by letter, dated June 20, 2016 (Exhibit A), NMDOT informed the County that Project No. SB-7806(103)17 (the "Project") had been approved; and

WHEREAS, prior to development of a Cooperative Agreement for the Project, NMDOT requires the Board of County Commissioners ("Board") to adopt a resolution adopting the project and verifying its priority status with the County; and

WHEREAS, Resolution 2016-76, previously adopted by the Board regarding the Project included minor errors that the Board now desires to correct; and

WHEREAS, the location and other information concerning the Projects are depicted on the attached maps (Exhibit B) and in the following table:

2017 SB Pavement Preservation Projects

Road Name	SFC Road Number	Beginning of Project	End of Project	NMDOT Share	SF County Share	Total
Old Santa Fe Trail	CR 67	Canada Village Road	La Posta Way	\$52,237.50	\$17,412.50	\$69,650
East Sombrito	CR 90	Sombrito Lane	Loma Lane	\$5,590.50	\$1,863.50	\$7,454
Los Vecinos/Plaza del Cano	CR 92A	CR 94	CR 98	\$3,773.25	\$1,257.75	\$5,031
Camino de las Bucas	CR 92A	CR 98	Dead End	\$2,910.75	\$970.25	\$3,881
El Pobre	CR 94A	CR 98	End of existing chip seal	\$3,342.00	\$1,114.00	\$4,456
Canada Ancha	CR 94	CR 94B	CR 94A	\$4,420	\$1,473	\$5,893
Camino de los Ranchos	CR 94B	CR 94A	0.31 miles west	\$2,880.00	\$960.00	\$3,840

Carrino de Avello	CR 131	SR 503	Dead End	\$3,003.00	\$1,001.00	\$4,004
Total				\$78,157	\$26,052	\$104,209

WHEREAS, the County shall pay all costs, if any, which exceed the total amount of \$104,209.00.

NOW, THEREFORE, BE IT RESOLVED that the Board (i) hereby adopts the Project as described in this Resolution; (ii) confirms the Project's priority status; (iii) agrees to provide the County Share of Project costs as set forth above; and (iv) delegates to the County Manager the authority to execute on behalf of the County the Cooperative Agreement with NMDOT for the Project and any amendments thereto.

BE IT FURTHER RESOLVED by the Board that this Resolution entirely replaces and supersedes Resolution No. 2016-76.

PASSED, APPROVED, AND ADOPTED THIS 13th DAY OF SEPTEMBER, 2016.

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By: Miguel M. Chavez
Miguel M. Chavez, Chair

ATTEST:

Geraldine Salazar
Geraldine Salazar, Santa Fe County Clerk 9-13-2016



APPROVED AS TO FORM:

Gregory S. Shaffer
for Gregory S. Shaffer, Santa Fe County Attorney

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR
RECORD ON THE 15TH DAY OF SEPTEMBER, 2016 AT 02:48:00 PM
AND WAS DULY RECORDED AS INSTRUMENT # 1824573
IN THE RECORDS OF SANTA FE COUNTY

FINANCE APPROVAL:

Carole Jaramillo
Carole Jaramillo, Santa Fe County Finance Director

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Laura Hernandez County Clerk, Santa Fe, NM



Contract No. D15431
Vendor No. 0000054297
Project No. SP-5-17(184)
Control No. L500223

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this 28th day of October, 2016 between the NEW MEXICO DEPARTMENT OF TRANSPORTATION ("Department") and the SANTA FE COUNTY, ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to Public Entity for the PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY ROADS, as described in Project No. SP-5-17(184), Control No. L500223, and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is NINETY THOUSAND FIVE HUNDRED FORTY SEVEN DOLLARS (\$90,547.00) to be funded in proportional share by the parties hereto as follows:

- a. Department's share shall be 75%

\$67,910.00

PAVEMENT REHABILITATION/IMPROVEMENTS OF VARIOUS COUNTY
ROADS

- b. The Public Entity's required proportional matching

Share shall be 25%	\$22,637.00
For purpose stated above	
c. <u>Total Project Cost</u>	\$90,547.00

2. The Public Entity shall pay all Project costs, which exceed the total amount of **NINETY THOUSAND FIVE HUNDRED FORTY SEVEN DOLLARS (\$90,547.00)**.

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
5. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.
7. Be responsible, for performing or directing the performance, of all pre-construction activities,

including, but not limited to, the following:

- a. Utility Certification,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances Certification,
 - f. Right of-way acquisition Certification,
 - g. Hazardous substance/waste site(s) contamination,
 - h. Railroad Certification,
 - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
 9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
 10. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
 11. Complete the project within 18 months of approval of funding by the State Transportation Commission.
 12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
 13. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund

projects, by submitting the “**Project Certification of Design, Construction, and Cost,**” form, which is attached as Exhibit A.

14. Within thirty (30) days of completion, furnish the Department an “**AS BUILT Summary of Costs and Quantities**” form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in “**Project Certification of Design, Construction, and Cost**” form.
15. Failure to provide the “**Project Certification of Design, Construction, and Cost**” form and an “**AS BUILT Summary of Costs and Quantities**” report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
16. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity’s local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.
3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the

contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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 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 for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability

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

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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 the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years

after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2017.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – 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 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION TWENTY – 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.

SECTION TWENTY-ONE – 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 Section 38-3-1(G) NMSA 1978.

SECTION TWENTY-TWO – AMENDMENT:

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

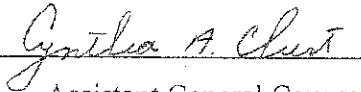
IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: 
Cabinet Secretary or Designee

Date: 10/28/16

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S
OFFICE OF GENERAL COUNSEL

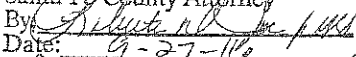

By: 
Assistant General Counsel

Date: 10-24-16

SANTA FE COUNTY

By: 
County Manager

Date: 10-3-16

ATTESTED
Approved as to form
Santa Fe County Attorney
By: 
Date: 10-27-16
 10/28/16

By: _____
County Clerk

Date: _____

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on _____, 20____; and _____
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____
PROJECT _____
No.: _____
TERMINI: _____

LGRF Agreement
SP-5-17(184)

EXHIBIT-C

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY RESOLUTION NO. 2016 - 94

SFC CLERK RECORDED 09/15/2016

A RESOLUTION ADOPTING LOCAL GOVERNMENT ROAD IMPROVEMENT FUND PROJECT NO. SP-5-17(184) FOR PAVEMENT REHABILITATION IMPROVEMENTS OF COUNTY ROADS THROUGHOUT SANTA FE COUNTY, NEW MEXICO AND REPLACING AND SUPERSEDING RESOLUTION NO. 2016-77

WHEREAS, pursuant to NMSA 1978, Section 67-3-28.2, assistance for local road construction and repair is available through the New Mexico Department of Transportation ("NMDOT") from the Local Government Road Improvements Fund ("LGRF"); and

WHEREAS, the County of Santa Fe ("County") applied for Fiscal Year 2017 LGRF funding for pavement rehabilitation/improvements on various roads; and

WHEREAS, by letter, dated June 20, 2016 (Exhibit A), NMDOT informed the County that Project No. SP-5-17(184) (the "Project") had been approved; and

WHEREAS, prior to development of a Cooperative Agreement for the Project, NMDOT requires the Board of County Commissioners ("Board") to adopt a resolution adopting the project and verifying its priority status with the County; and

WHEREAS, Resolution 2016-77, previously adopted by the Board regarding the Project included minor errors that the Board now desires to correct; and

WHEREAS, the location and other information concerning the Projects are depicted on the attached maps (Exhibit B) and in the following table:

2017 SP Pavement Preservation Projects

Road Name	SFC Road Number	Beginning of Project	End of Project	NMDOT Share	SF County Share	Total
Blue Jay Drive	N/A	Camino La Tierra	West Wildflower Drive	\$7,761.75	\$2,587.25	\$10,349.00
Cosmo circle	N/A	Camino La Tierra	Dead End	\$2,772.00	\$924.00	\$3,696.00
Dogwood Circle	N/A	East Wildflower Drive	Dead End	\$2,556.50	\$785.50	\$3,342.00
East						

East Wildflower Drive	N/A	Camino La Tierra	Dead End	\$15,015.00	\$5,005.00	\$20,020.00
West Wildflower Drive	N/A	Camino La Tierra	End of maintenance sign	\$7,969.50	\$2,656.50	\$10,626.00
Elk Circle	N/A	Blue Jay Drive	Dead End	\$2,957.25	\$985.75	\$3,943.00
Foxtail Circle	N/A	Blue Jay Drive	Dead End	\$1,694.25	\$564.75	\$2,259.00
Laurel Circle	N/A	North Sparrow Lane	Dead End	\$2,079.00	\$693.00	\$2,772.00
North Sparrow Lane	N/A	West wildflower Drive	Dead End	\$4,235.25	\$1,411.75	\$5,647.00
Sunflower Circle	N/A	East Wildflower Drive	Dead End	\$2,587.50	\$862.50	\$3,450.00
Thistle Lane	N/A	East Wildflower Drive	E. Wildflower Dr(loop)	\$18,482	\$6,161	\$24,642.00
			Total	\$67,910	\$22,637	\$90,547

WHEREAS, the County shall pay all costs, if any, which exceed the total amount of \$90,547.00.

NOW, THEREFORE, BE IT RESOLVED that the Board (i) hereby adopts the Project as described in this Resolution; (ii) confirms the Project's priority status; (iii) agrees to provide the County Share of Project costs as set forth above; and (iv) delegates to the County Manager the authority to execute on behalf of the County the Cooperative Agreement with NMDOT for the Project and any amendments thereto.

BE IT FURTHER RESOLVED by the Board that this Resolution entirely replaces and supersedes Resolution No. 2016-77.

PASSED, APPROVED, AND ADOPTED THIS 13th DAY OF SEPTEMBER, 2016.

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By: Miguel M. Chavez
Miguel M. Chavez, Chair


ATTEST:

Geraldine Salazar 9-13-2016
Geraldine Salazar, Santa Fe County Clerk



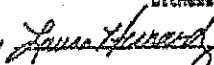
SFC CLERK RECORDED 09/15/2016

APPROVED AS TO FORM:


Gregory S. Shaffer, Santa Fe County Attorney

FINANCE APPROVAL:


Carole Jaramillo, Santa Fe County Finance Director

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
SFC RESOLUTIONS
PAGES: 15
I Heraby Certify That This Instrument Was Filed for
Record On The 15TH Day Of September, 2016 at 02:45:16 PM
And Was Duty Recorded as Instrument # 1884374
Of The Records Of Santa Fe County
Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy  County Clerk, Santa Fe, NM



