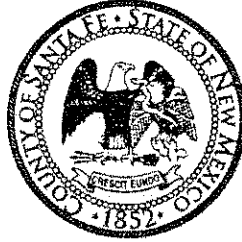


Henry P. Roybal
Commissioner, District 1

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: *May 7, 2018*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting May 29, 2018*
Approval of Cooperative Maintenance Agreement between the New Mexico Department of Transportation and Santa Fe County for the I-25 / NM 14 Interchange Multi-Use Trail within Santa Fe County. (Public Works / Colleen Baker)

SUMMARY:

The purpose of this agreement is to have Santa Fe County provide perpetual maintenance of the I-25 / NM 14 Interchange multi-use trail outside of the Santa Fe City limits in exchange for NMDOT constructing the trail and allowing the trail to be located within the NM 14 right-of-way.

BACKGROUND:

The New Mexico Department of Transportation (NMDOT) completed construction of the I-25 / NM 14 Interchange in 2016. The 2012 Santa Fe Metropolitan Bicycle Master Plan included a multi-use trail in the I-25 / NM 14 Interchange. NMDOT included a multi-use trail in the design and construction of the I-25 / NM 14 Interchange at the request of the Santa Fe Metropolitan Planning Organization, with the understanding that the City of Santa Fe and Santa Fe would agree to maintain the multi-use trail within their respective jurisdictions. The necessary agreements to transfer the maintenance of the multi-use trail to the City and the County were not executed prior to completion of construction of the I-25 / NM 14 Interchange.

Santa Fe County is currently working on developing the Arroyo Hondo Trail from the NM Rail Runner Station at NM 599 to the Santa Fe Community College. In April 2017 the New Mexico Department of Transportation (NMDOT) awarded Santa Fe County a Transportation Alternatives Program (TAP) grant to construct the Arroyo Hondo Trail Phase 4 from the Rancho Viejo Fire Station to the multi-use trail at the I25/NM14 Interchange and to the La Pradera Subdivision trails. Santa Fe County requested an access break and airspace agreement from NMDOT to connect the Arroyo Hondo Trail to the bike/pedestrian trail within the I-25 right-of-way. The NMDOT Access Control Committee met on March 5, 2018 and approved the access break with the condition that maintenance agreements for the I-25/NM 14 trail are executed between the City, County and NMDOT.

The I-25 / NM 14 Interchange multi-use trail begins at Rancho Viejo Blvd. as 10' wide concrete sidewalk along NM 14 to just past Dinosaur Trail where it leaves the road and becomes a 10' wide paved multi-use trail that crosses under I-25 and the NMRX Railroad and ends at Beckner Road (Exhibit A). The trail provides a critical north-south connection under I-25 for non-motorized transportation.

The Cooperative Maintenance Agreement between NMDOT and Santa Fe County covers the portion of the multi-use trail that is outside of the Santa Fe City limits, approximately 1,077 ft of 10' wide concrete sidewalk on the south side of NM 14, from Rancho Viejo Blvd. to the City boundary just east of Dinosaur Trail.

ACTION REQUESTED:

Approval of Cooperative Maintenance Agreement between the New Mexico Department of Transportation and Santa Fe County for the I-25 / NM 14 Interchange Multi-Use Trail within Santa Fe County.

Contract No. _____

Vendor No. _____

**COOPERATIVE MAINTENANCE AGREEMENT
BETWEEN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION AND
SANTA FE COUNTY
FOR THE I-25/NM 14 INTERCHANGE MULTI-USE TRAIL
WITHIN SANTA FE COUNTY**

THIS AGREEMENT, made and entered into pursuant to the provisions of NMSA 1978, Section 67-3-28, as amended, this _____ day of May, 2018, by and between the NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT), acting by and through its SECRETARY, hereinafter referred to as the DEPARTMENT, and SANTA FE COUNTY, New Mexico, acting by and through its duly elected officials, hereinafter referred to as the COUNTY,

RECITALS

WHEREAS, a MULTI-USE TRAIL (hereinafter referred to as the TRAIL) was constructed by the DEPARTMENT as part of NMDOT Project CN S100140, an interchange on I-25 at NM 14/Cerrillos in Santa Fe County; and

WHEREAS, the TRAIL lies within DEPARTMENT right-of-way, running parallel and adjacent to the south side of NM 14, between Rancho Viejo Blvd and the City of Santa Fe municipal limits boundary east of Dinosaur Trail (as shown on Exhibit A, attached hereto and made a part hereof), and the proposed Arroyo Hondo Trail addition lying within the right-of-way as depicted on Exhibit B (attached hereto and made part hereof), if approved by the DEPARTMENT; and

WHEREAS, it is the desire of the Parties to set forth their understanding and agreement pursuant to which the TRAIL shall henceforth be operated and maintained by the COUNTY as required.

NOW THEREFORE, the Parties agrees as follows:

SECTION I: THE COUNTY SHALL:

1. Provide, at its own expense, the required perpetual maintenance and general up-keep of the TRAIL located within the right-of-way of NM 14.
2. Make ample future provisions in its budget each year for the cost of maintaining the TRAIL. Said maintenance includes but is not limited to surfacing of the TRAIL, litter collection, removal of waste, vegetation and weeds within the prism of the path, and any repairs or replacements necessary arising from wear, accidents, or acts of theft or vandalism.
3. Not modify the TRAIL alignment, amenities, or uses without prior approval of the DEPARTMENT.

SECTION II: THE DEPARTMENT SHALL:

1. Allow the TRAIL to be located within the DEPARTMENT right-of-way.
2. The DEPARTMENT reserves the right to remove or relocate the TRAIL in the event that related road improvements are required within the DEPARTMENT road system.

SECTION III: THIRD PARTY BENEFICIARIES:

None of the provisions contained within this AGREEMENT are intended to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the AGREEMENT to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s), to property(ies), and/or any other claim(s) whatsoever, pursuant to the provisions of this AGREEMENT.

SECTION IV: NEW MEXICO TORT-CLAIMS ACT:

Neither the DEPARTMENT nor the COUNTY shall be responsible for liability incurred as a result of the other Party's acts, or omissions in connection with this AGREEMENT. Any liability incurred in connection with this AGREEMENT is subject to the immunities and limitations of New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978) and any amendments thereto. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, liabilities as governed by common law or the New Mexico Tort Claims Act. By entering into this AGREEMENT, the DEPARTMENT and the COUNTY, and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive any sovereign immunity, nor do they waive any limitation(s) of liability pursuant to law. No provision in this AGREEMENT modifies or waives any provision of the New Mexico Tort Claims Act.

SECTION V: 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 VI: TERMS OF THIS AGREEMENT:

The terms of this AGREEMENT are lawful; performance of all duties and obligations herein shall conform with and do not contravene any state, local, or federal statues, regulations, rules, or ordinances.

SECTION VII: EQUAL OPPORTUNITY COMPLIANCE:

The Parties agree to abide by all 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 parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this AGREEMENT. If the parties are found to not be in compliance with these requirements during the term of this AGREEMENT, the parties agree to take appropriate steps to correct these deficiencies.

SECTION VIII: SERVERABILITY:

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 IX: PUBLIC ENTITY SOLE JURISDICTION:

The DEPARTMENT is not incorporating the TRAIL into the State Highway System, nor is the DEPARTMENT assuming maintenance responsibility or liability for the TRAIL, or any of its components.

SECTION X: PROJECT RESPONSIBILITY:

Maintenance of the TRAIL is the COUNTY's sole responsibility and nothing is intended to give the DEPARTMENT any responsibility for future maintenance of the TRAIL.

SECTION XI: AMENDMENT:

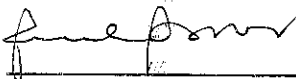
This AGREEMENT shall not be altered, modified, or amended except by an instrument in writing and executed by the Parties hereto.

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


NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

RECOMMENDED BY DISTRICT FIVE

By:  _____ Date: 05-14-18
District Five Engineer *PAUL BYRDSHER*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENTS OFFICE OF GENERAL COUNSEL:

By:  _____ Date: 5-14-2018
Assistant General Counsel

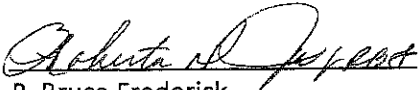
SANTA FE COUNTY

By: _____ Date: _____
Anna Hansen, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

By: _____ Date: _____
Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:

By:  Date: 5-14-18
R. Bruce Frederick
Santa Fe County Attorney

MULTI-USE TRAIL MAINTENANCE
 CITY OF SANTA FE (UNIT I): Sta 11+52.54 to 62+54.12 5,102 ft
 SANTA FE COUNTY (UNIT II): Sta 0+75.25 to 11+52.54 1,077 ft

- LEGEND**
- UNIT I / UNIT II JURISDICTION BOUNDARY
 - MUNICIPAL BOUNDARY
 - EXISTING RIGHT-OF-WAY
 - ===== MULTI-USE TRAIL - ASPHALT SURFACE
 - ===== MULTI-USE TRAIL - CONCRETE SURFACE
 - 6" VINYL COATED CHAINLINK FENCE

MULTI-USE TRAIL STA 62+54.12
 END UNIT I - CITY OF SANTA FE
 10' WIDE ASPHALT PAVEMENT

10' WIDE BASECOURSE
 TRAIL MAINTENANCE
 ACCESS ROAD

BECHER RD.

6" VINYL COATED
 CHAINLINK FENCE

MP 47

MP 278

14

TUNNEL NO. 3
 355' X 14' WIDE
 CONC. PAVEMENT

TUNNEL NO. 2
 243' X 14' WIDE
 CONC. PAVEMENT

6" VINYL COATED
 CHAINLINK FENCE

TUNNEL NO. 1
 63.5' X 14'
 CONC. PAVEMENT

6" VINYL COATED
 CHAINLINK FENCE

MULTI-USE TRAIL



MP 277

CITY OF SANTA FE
 SANTA FE COUNTY

UNIT I
 UNIT II

UNIT I
 UNIT II

STA 13+70.39
 END 10' WIDE CONCRETE SIDEWALK
 BEGIN 10' WIDE ASPHALT PAVEMENT

MULTI-USE TRAIL STA 11+52.54
 END UNIT II - SANTA FE CO.
 BEGIN UNIT I - CITY OF SANTA FE
 10' WIDE CONCRETE SIDEWALK

MULTI-USE TRAIL STA 0+75.25
 BEGIN UNIT II - SANTA FE CO.
 10' WIDE CONCRETE SIDEWALK

NMDOT PROJECT CN: S100140
 INTERSTATE 25 / NM 14 (CERRILLOS ROAD)
 DIVERGING DIAMOND INTERCHANGE

CITY OF SANTA FE / SANTA FE COUNTY
MAINTENANCE AGREEMENT
EXHIBIT A



