

**SANTA FE COUNTY
RESOLUTION 2020-19**

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

Whereas, the Board of County Commissioners meeting in regular session on 2/25/2020 did request the following budget adjustment:

Department / Division Public Works

Budget Adjustment Type (drop down) Budget Increase Fiscal Year: 2020 (July 1, 2019 - June 30, 2020)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
311	6186	371	0200	State/NM State Highway	\$ 123,001.00	
204	0000	385	0200	Budgeted Cash/State Fund	\$ 41,000.00	
311	6186	371	0200	State/NM State Highway	\$ 85,334.00	
204	0000	385	0200	Budgeted Cash/State Fund	\$ 28,445.00	
311	6186	371	0200	State/NM State Highway	\$ 60,081.00	
204	0000	385	0200	Budgeted Cash/State Funds	\$ 20,027.00	
TOTAL					\$ 357,888.00	\$ -

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
311	6186	481	4003	LGRF Maintenance Grants/Maintenance Infrastructure	\$ 123,001.00	
204	6186	453	4003	Road Fund / Maintenance Infrastructure	\$ 41,000.00	
311	6186	481	4003	LGRF Maintenance Grants/Maintenance Infrastructure	\$ 85,334.00	
204	6186	453	4003	Road Fund / Maintenance Infrastructure	\$ 28,445.00	
311	6186	481	4003	LGRF Maintenance Grants/Maintenance Infrastructure	\$ 60,081.00	
204	6186	453	4003	Road Fund / Maintenance Infrastructure	\$ 20,027.00	
TOTAL					\$ 357,888.00	\$ -

Requesting Department Approval: [Signature] Title: PWDN Date: 02/10/20 Log # 1015
 Finance Department Approval: [Signature] Date: 02/20/20 CLERK OF THE BOARD: [Signature] Date: _____ Budget Administrator: _____
 County Manager Approval: [Signature] Date: 2/25/2020 Updated by: _____ Date: _____

**SANTA FE COUNTY
RESOLUTION 2020-19**

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 in the area below. The Santa Fe County Public Works Department was awarded three (3) grants from New Mexico Department of Transportation (DOT) for rehabilitation/improvements of various county roads in Santa Fe County. The funds will be used to either fog or chip seal the roads to extend the life of the existing roadways within Santa Fe County. The grants do require a 25% match by the County which will be budgeted in the Roads Fund (204).		
2	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)	Recurring <input type="checkbox"/>	Non-Recurring <input checked="" type="checkbox"/>

3	Does this request impact a revenue source?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
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A.	Is this a State Special Appropriation? If Yes, cite Statute and attach a copy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.	Does this include state or federal funds? 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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C.	Is this request is a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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D.	Is a match required? If Yes, please identify funding source in the line below. PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	BUDGETED (Drop Down)
204	0000	385	02-00	Budgeted Cash/State RECORDS CLERK	89,472	SIR

SANTA FE COUNTY
RESOLUTION 2020- 19

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 25th Day of February, 2020.



Santa Fe Board of County Commissioners

[Signature]
Henry P. Roybal, Chairperson

ATTEST:

[Signature]
Geraldine Salazar, County Clerk

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
BCC RESOLUTIONS
PAGES: 43

I Hereby Certify That This Instrument Was Filed for Record On The 27TH Day Of February, 2020 at 11:16:05 AM And Was Duly Recorded as Instrument # 1910323 Of The Records Of Santa Fe County



Witness My Hand And Seal 02/27/2020
Deputy *[Signature]* County Clerk, Santa Fe, NM
Geraldine Salazar

SFC CLERK RECORDED 02/27/2020

2020-0009

Contract No. D18139
Vendor No. 000054297
Control No. L500349

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the New Mexico Department of Transportation (Department) and Santa Fe County (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements of Various County Roads**, as described in Control No. **L500349**, and the Public Entity's resolution attached as **Exhibit 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 specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **One Hundred Thirteen Thousand Seven Hundred Seventy Nine Dollars and no Cents (\$113,779.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% \$85,334.00

Pavement Rehabilitation/Improvements of Various County Roads,

2. The Public Entity's required proportional matching Share shall be 25% \$28,445.00
For purpose stated above

3. Total Project Cost \$113,779.00

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Eighty Five Thousand Three Hundred Thirty Four Dollars and no Cents (\$85,334.00)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

SFC CLERK RECORDED 02/27/2020

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. 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.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 1. Utility Certification,
 2. Drainage and storm drain design,
 3. Geotechnical design,
 4. Pavement design,
 5. Environmental and archaeological clearances Certification,
 6. Right of-way acquisition Certification,
 7. Hazardous substance/waste site(s) contamination,
 8. Railroad Certification,
 9. Intelligent Transportation System (ITS) Certification
- g. 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.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. 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, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. 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.

- l. 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**.
- m. 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.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2020**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. 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.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project 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 contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. 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 will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. 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. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. 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 will, on the grounds of race, color, national origin, ancestry, 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.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. 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 must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

SFC CLERK RECORDED 02/27/2020

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: *MRS JUP*
Cabinet Secretary of Designee

Date: 8/1/19

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: *Cynthia A. Clark*
Assistant General Counsel

Date: 7-31-19

Santa Fe County

By: *Katherine Niu*
Title: County Manager

Date: 7-19-19

Attest: _____
Santa Fe County Clerk

Approved as to form
Santa Fe County Attorney
By: *Robert R. DeFoss*
Date: 7/15/19
Katherine Niu Dir 07/16/19

SFC CLERK RECORDED 02/27/2020

**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

EXHIBIT A



NEW MEXICO DEPARTMENT OF
TRANSPORTATION

5/29/2019

Santa Fe County Public Works Department
PO Box 276
Santa Fe, NM 87504
Attn: Mr. Robert Martinez

Re: FUNDING 2019/2020 LGRF PROGRAM

Dear Mr. Martinez,

At this point, I would like to inform you that the New Mexico Department of Transportation Commission has approved your project for 2019/20. The funding amount is as follows.

Project No.	Control No.	Entity Share (25%)	State Share (75%)	Project Total
58	LS00349	\$28,445.00	\$85,334.00	\$113,779.00

The following will be the scope of work:

Pavement Rehabilitation/Improvements of various county roads.

If the above funding amount requires that your project be adjusted from what was originally proposed (i.e. Changing lengths or adding or deleting roads with NO change in scope for "type of work to be done"), please submit the new adjusted project with the roads that are to be done and/or their new lengths. In this submittal you will need to submit a new Estimated Cost Summary detailing the above and all their corresponding costs, map of the new location and the new total for the Project.

Please submit the resolution for your project including the project scope, project limits, project location and the project amounts as indicated above. Upon receipt of your resolution I will generate four agreements for execution.

If changing the scope as to type of work to be done is absolutely necessary, then you will need to submit to the District Engineer a request for this scope change in writing explaining the reason for the change and a new resolution indicating the new scope of work. This will require approval at the next State Transportation Commission meeting.

To ensure funding of this project the agreements must be fully executed by October 31, 2019. Therefore we will need the above as soon as possible.

I hope you find this information helpful. If you have any questions, please contact me at (505) 660-6357. Please submit the applicable information as soon as possible so that I can send you four copies of the agreement for execution.

Sincerely,

Stephanie Medina
Stephanie Medina
District 5 LGRF Coordinator

District Five

P.O. Box 4127

Santa Fe, NM 87502

Michelle Lujan
Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice Chairman
District 1

Bruce Ellis
Commissioner
District 2

Kelth Mortensen
Commissioner
District 3

Walter C. Adams
Commissioner, Chairman
District 4

Verant
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

SFC CLERK RECORDED 07/10/2019

SFC CLERK RECORDED 02/27/2020

EXHIBIT B

NM472

HALERD

DINKLERD

SFC CLERK RECORDED 02/27/2020

EXHIBIT C

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

RESOLUTION NO. 2019 - 21

**A RESOLUTION ADOPTING LOCAL GOVERNMENTS ROAD
IMPROVEMENT FUND PROJECT NO. SB-L500349 FOR PAVEMENT
REHABILITATION/IMPROVEMENTS OF HALE ROAD (CR 25)**

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

WHEREAS, the County of Santa Fe (County) applied for fiscal year 2020 LGRF funding for pavement rehabilitation/improvements on various roads within the County; and

WHEREAS, by letter dated May 29, 2019 (see Exhibit A), NMDOT informed the County that Project No. SB-L500349 (the Project) is approved, and

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

WHEREAS, the location and other information concerning the Project is depicted on the attached map (see Exhibit B) and in the following table:

2020 SB Pavement Preservation Projects

Road Name	SFC Road	Beginning of Project	End of Project	NMDOT Share	SF County Share	Total
Hale Road	CR 25	NM 472	Dinkle Road	\$85,334.00	\$28,445.00	\$113,779.00
			Total	\$85,334.00	\$28,445.00	\$113,779.00

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)

SFC CLERK RECORDED 07/10/2019

SFC CLERK RECORDED 02/27/2020

delegates to the County Manager the authority to execute the Cooperative Agreement with NMDOT for the Project and any amendments thereto.

PASSED, APPROVED, AND ADOPTED THIS 9th DAY OF JULY, 2019.

SANTA FE BOARD OF COUNTY COMMISSIONERS

Anna T. Hamilton
Anna T. Hamilton, Chair
Santa Fe Board of County Commissioners



ATTESTATION: '
Geraldine Salazar 7-9-2019
Geraldine Salazar Date
Santa Fe County Clerk

Approved as to form:

K. Bruce Fredrick 7-2-19
K. Bruce Fredrick Date
Santa Fe County Attorney

Finance Department:

Gary L.J. Giron 070219
Gary L.J. Giron Date
Finance Director

COUNTY OF SANTA FE) BCC RESOLUTIONS
STATE OF NEW MEXICO) ss PAGES: 4
I Herby Certify That This Instrument Was Filed for
Record On The 10TH Day Of July, 2019 at 11:41:59 AM
And Was Duly Recorded as Instrument # 1890846
Of The Records Of Santa Fe County



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

SFC CLERK RECORDED 07/10/2019

SFC CLERK RECORDED 02/27/2020

Contract No. D18140
Vendor No. 0000054297
Control No. L500350

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the New Mexico Department of Transportation (Department) and Santa Fe County (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements of Various County Roads**, as described in Control No. L500350, and the Public Entity's resolution attached as Exhibit 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 specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **Eighty Thousand One Hundred Eight Dollars and no Cents (\$80,108.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$60,081.00**

Pavement Rehabilitation/Improvements of Various County Roads,

2. The Public Entity's required proportional matching Share shall be 25% **\$20,027.00**
For purpose stated above

3. Total Project Cost **\$80,108.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Sixty Thousand Eighty One Dollars and no Cents (\$60,081.00)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

SFC CLERK RECORDED 02/27/2020

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. 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.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. 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.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. 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, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) days of completion, provide written certification that all work under

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.

- l. 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**.
- m. 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.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2020**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. 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.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project 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 contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. 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 will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. 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. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. 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 will, on the grounds of race, color, national origin, ancestry, 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.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. 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 must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

SFC CLERK RECORDED 02/27/2020

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: MRSUL
Cabinet Secretary or Designee

Date: 8/1/19

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Gynda A. Chut
Assistant General Counsel

Date: 7-31-19

Santa Fe County

By: Renee M. Jillo

Date: 7-19-19

Title: County Manager

Attest: _____
Santa Fe County Clerk

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 7/15/19

[Signature] 07/16/19

SFC CLERK RECORDED 02/27/2020

**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

EXHIBIT A



5/29/2019

Santa Fe County Public Works Department
 PO Box 276
 Santa Fe, NM 87504
 Attn: Mr. Robert Martinez

Re: FUNDING 2019/2020 LGRF PROGRAM

Dear Mr. Martinez,

At this point, I would like to inform you that the New Mexico Department of Transportation Commission has approved your project for 2019/20. The funding amount is as follows:

Project No.	Control No.	Fed. Share (25%)	State Share (75%)	Project Total
SP	LS00350	\$20,027.00	\$40,081.00	\$60,108.00

The following will be the scope of work:

Pavement Rehabilitation/Improvements of various county roads.

If the above funding amount requires that your project be adjusted from what was originally proposed (i.e. Changing lengths or adding or deleting roads with NO change in scope for "type of work to be done"), please submit the new adjusted project with the roads that are to be done and/or their new lengths. In this submittal you will need to submit a new Estimated Cost Summary detailing the above and all their corresponding costs, map of the new location and the new total for the Project.

Please submit the resolution for your project including the project scope, project limits, project location and the project amounts as indicated above. Upon receipt of your resolution I will generate four agreements for execution.

If changing the scope - as to type of work to be done - is absolutely necessary, then you will need to submit to the District Engineer a request for this scope change in writing explaining the reason for the change and a new resolution indicating the new scope of work. This will require approval at the next State Transportation Commission meeting.

To ensure funding of this project the agreements must be fully executed by October 31, 2019. Therefore we will need the above as soon as possible.

I hope you find this information helpful. If you have any questions, please contact me at (505) 660-6357. Please submit the applicable information as soon as possible so that I can send you four copies of the agreement for execution.

Sincerely,

Stephanie Medina
 Stephanie Medina
 District 5 LGRF Coordinator

District Five

P.O. Box 4127

Santa Fe, NM 87502

Michelle Lujan
 Grisham
 Governor

Michael R. Sandoval
 Cabinet Secretary

Commissioners

Jennifer Sandoval
 Commissioner, Vice-Chair
 District 1

Druce Ellis
 Commissioner
 District 2

Keith Murtensen
 Commissioner
 District 3

Walter G. Adams
 Commissioner, Chairman
 District 4

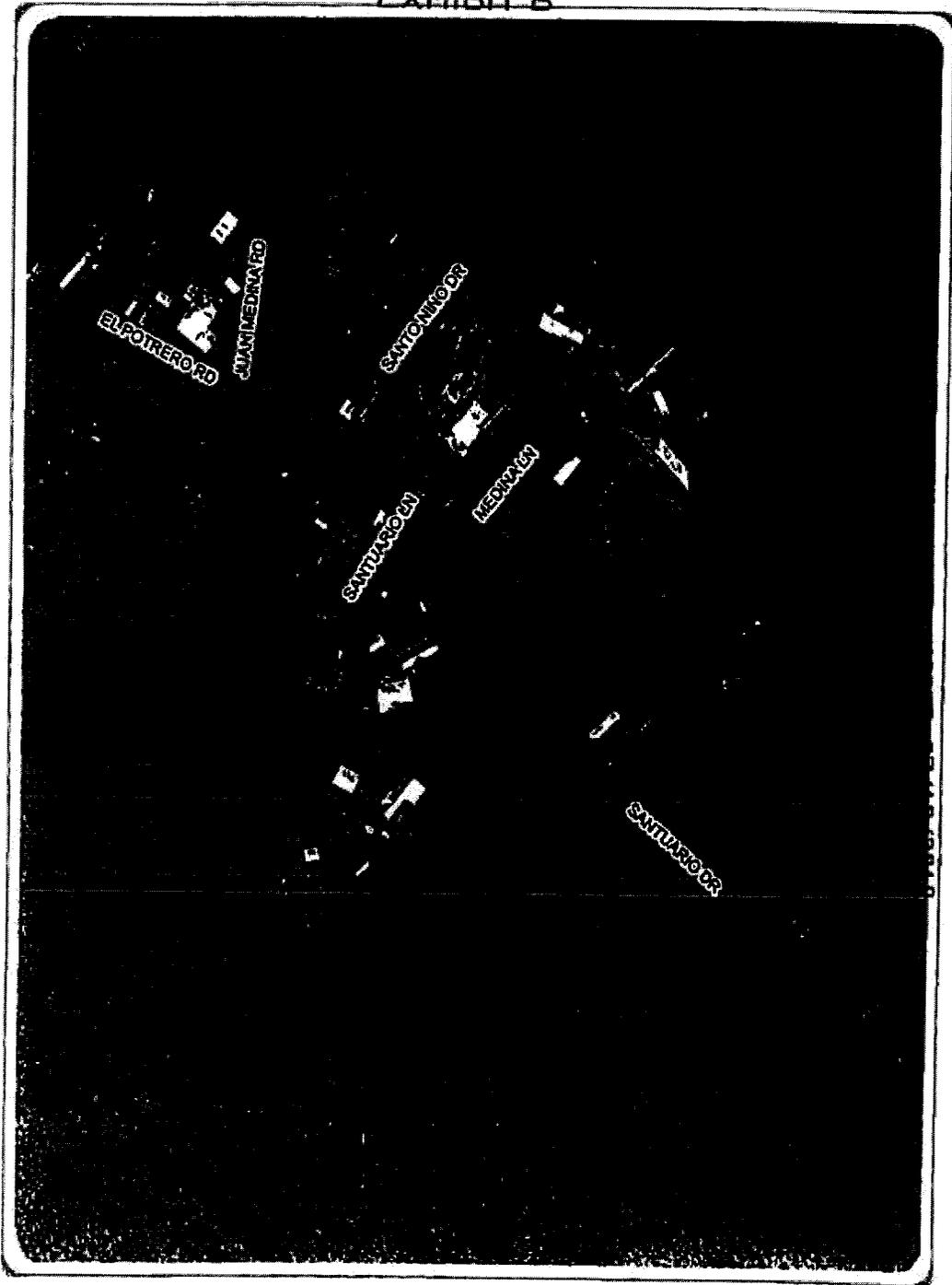
Vacant
 Commissioner
 District 5

Charles Lundstrom
 Commissioner, Secretary
 District 6

SFC CLERK RECORDED 07/10/2019

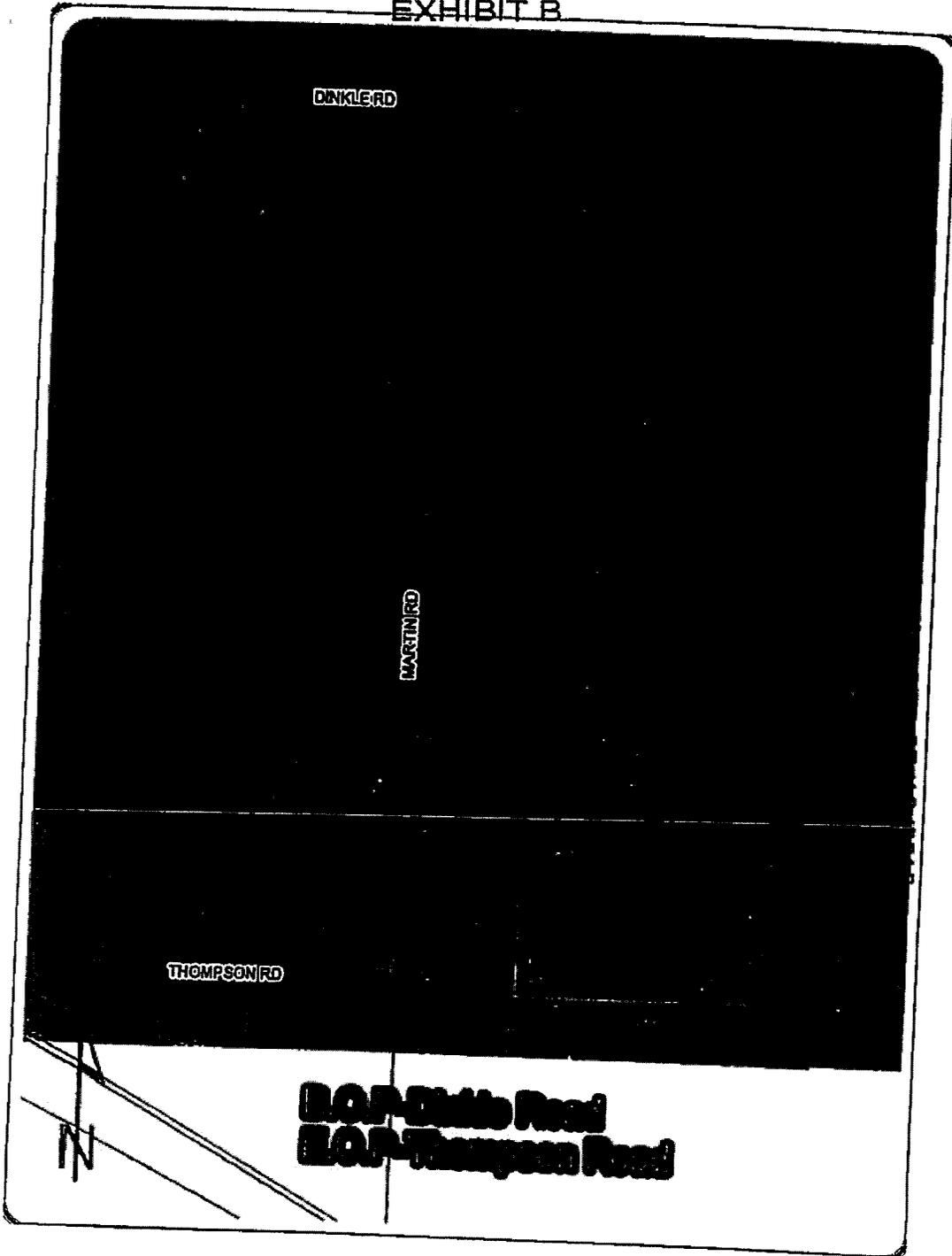
SFC CLERK RECORDED 02/27/2020

EXHIBIT B



SFC CLERK RECORDED 02/27/2020

EXHIBIT B



SFC CLERK RECORDED 02/27/2020

EXHIBIT C

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

RESOLUTION NO. 2019 - 90

**A RESOLUTION ADOPTING LOCAL GOVERNMENTS ROAD
IMPROVEMENT FUND PROJECT NO. SP-L500350 FOR PAVEMENT
REHABILITATION/IMPROVEMENTS OF SANTUARIO DR (CR 94C) AND
MARTIN ROAD (CR 17)**

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

WHEREAS, the County of Santa Fe (County) applied for fiscal year 2020 LGRF funding for pavement rehabilitation/improvements on various roads within the County; and

WHEREAS, by letter dated May 29, 2019 (see Exhibit A), NMDOT informed the County that Project No. SP-L500350 (the Project) is approved; and

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

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

2020 SP Pavement Preservation Projects

Road Name	SFC Road	Beginning of Project	End of Project	NMDOT Share	SF County Share	Total
Santuario Drive	CR 94C	CR 98	CR 98	\$8,575.00	\$2,191.00	\$8,766.00
Martin Road	CR 17	Dinkle Road	Thompson Road	\$53,506.00	\$17,836.00	\$71,342.00
			Total	\$60,081.00	\$20,027.00	\$80,108.00

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)

SFC CLERK RECORDED 07/10/2019

SFC CLERK RECORDED 02/27/2020

agrees to provide the County Share of Project costs as set forth above, and (iv) delegates to the County Manager the authority to execute the Cooperative Agreement with NMDOT for the Project and any amendments thereto.

PASSED, APPROVED, AND ADOPTED THIS 9th DAY OF JULY, 2019.

SANTA FE BOARD OF COUNTY COMMISSIONERS

Anna T. Hamilton
Anna T. Hamilton, Chair
Santa Fe Board of County Commissioners



ATTESTATION:

Geraldine Salazar 7-9-2019
Geraldine Salazar Date
Santa Fe County Clerk

Approved as to form:

R. Bruce Fredrick 7-2-19
R. Bruce Fredrick Date
Santa Fe County Attorney

Finance Department:

Gary L.J. Giffon 670219
Gary L.J. Giffon Date
Finance Director

COUNTY OF SANTA FE) BCC RESOLUTIONS
STATE OF NEW MEXICO) ss PAGES: 5
I Heraby Certify That This Instrument Was Filed for
Record On The 18TH Day Of July, 2019 at 11:42:06 AM
And Was Duly Recorded as Instrument # 1890847
Of The Records Of Santa Fe County



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

SFC CLERK RECORDED 07/10/2019

SFC CLERK RECORDED 02/27/2020

2020-0011

Contract No. D18141
Vendor No. 0000054297
Control No. L500351

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the New Mexico Department of Transportation (Department) and Santa Fe County (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements of Various County Roads**, as described in Control No. **L500351**, and the Public Entity's resolution attached as **Exhibit 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 specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **One Hundred Sixty Four Thousand One Dollar and no Cents (\$164,001.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$123,001.00**

Pavement Rehabilitation/Improvements of Various County Roads,

2. The Public Entity's required proportional matching Share shall be 25% **\$41,000.00**
For purpose stated above

3. Total Project Cost **\$164,001.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Twenty Three Thousand One Dollar and no Cents (\$123,001.00)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

SFC CLERK RECORDED 02/27/2020

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. 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.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. 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.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. 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, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. 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.

- l. 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**.
- m. 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.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2020**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. 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.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project 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 contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. 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 will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. 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. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. 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 will, on the grounds of race, color, national origin, ancestry, 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.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. 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 must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

SFC CLERK RECORDED 02/27/2020

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: MRSUL
Cabinet Secretary or Designee

Date: 8/1/19

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Clark
Assistant General Counsel

Date: 7-31-19

Santa Fe County

By: Katherine Kye

Date: 7-19-19

Title: County Manager

Attest: _____
Santa Fe County Clerk

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 7/13/19

Confirmed for 07/16/19

SFC CLERK RECORDED 02/27/2020

**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

EXHIBIT A



5/29/2019

Santa Fe County Public Works Department
 PO Box 276
 Santa Fe, NM 87504
 Attn: Mr. Robert Martinez

Re: FUNDING 2019/2020 LGRF PROGRAM

Dear Mr. Martinez,

At this point, I would like to inform you that the New Mexico Department of Transportation Commission has approved your project for 2019/20. The funding amount is as follows:

Project No.	Control No.	Entity Share (25%)	State Share (75%)	Project Total
CAP	LS00351	\$41,000.00	\$123,001.00	\$164,001.00

The following will be the scope of work.

Pavement Rehabilitation/Improvements of various county roads.

If the above funding amount requires that your project be adjusted from what was originally proposed (i.e. Changing lengths or adding or deleting roads with NO change in scope for "type of work to be done"), please submit the new adjusted project with the roads that are to be done and/or their new lengths. In this submittal you will need to submit a new Estimated Cost Summary detailing the above and all their corresponding costs, map of the new location and the new total for the Project.

Please submit the resolution for your project including the project scope, project limits, project location and the project amounts as indicated above. Upon receipt of your resolution I will generate four agreements for execution.

If changing the scope - as to type of work to be done - is absolutely necessary, then you will need to submit to the District Engineer a request for this scope change in writing explaining the reason for the change and a new resolution indicating the new scope of work. This will require approval at the next State Transportation Commission meeting.

To ensure funding of this project the agreements must be fully executed by October 31, 2019. Therefore we will need the above as soon as possible.

I hope you find this information helpful. If you have any questions, please contact me at (505) 660-6357. Please submit the applicable information as soon as possible so that I can send you four copies of the agreement for execution.

Sincerely,

Stephanie Medina
 District 5 LGRF Coordinator

Michelle Lujan
 Grisham
 Governor

Michael R. Sandoval
 Cabinet Secretary

Commissioners

Jennifer Sandoval
 Commissioner, Vice Chairman
 District 1

Bruce Ellis
 Commissioner
 District 2

Kelth Mortensen
 Commissioner
 District 3

Walter G. Adams
 Commissioner, Chairman
 District 4

Vacant
 Commissioner
 District 5

Charles Lundstrom
 Commissioner, Secretary
 District 6

SFC CLERK RECORDED 07/18/2019

SFC CLERK RECORDED 02/27/2020

District Five

P.O. Box 4117

Santa Fe, NM 87502

AVENIDA VISTA GRANDE

AVENIDA FOREON

AVENIDA EL ORADO

SFC CLERK RECORDED 02/27/2020

EXHIBIT C

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

RESOLUTION NO. 2019- 91

**A RESOLUTION ADOPTING LOCAL GOVERNMENTS ROAD IMPROVEMENT
FUND PROJECT NO. CAP-L500351 FOR PAVEMENT
REHABILITATION/IMPROVEMENTS OF AVENIDA TORREON**

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

WHEREAS, the County of Santa Fe (County) applied for fiscal year 2020 LGRF funding for pavement rehabilitation/improvements on various roads within the County; and

WHEREAS, by letter dated May 29, 2019 (see Exhibit A), NMDOT informed the County that Project No. CAP-L500351 (the Project) is approved; and

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

WHEREAS, the location and other information concerning the Project is depicted on the attached map (see Exhibit B) and in the following table.

2020 CAP Pavement Preservation Projects

Road Name	SFC Road	Beginning of Project	End of Project	NMDOT Share	SF County Share	Total
Avenida Torreon	N/A	Avenida Vista Grande	Avenida Eldorado	\$123,001.00	\$41,000.00	\$164,001.00
			Total	\$123,001.00	\$41,000.00	\$164,001.00

NOW, THEREFORE, BE IT RESOLVED that the BCC (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 the Cooperative Agreement with NMDOT for the Project and any amendments thereto.

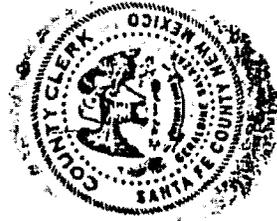
SFC CLERK RECORDED 07/18/2019

SFC CLERK RECORDED 02/27/2020

PASSED, APPROVED, AND ADOPTED THIS 9th DAY OF JULY, 2019.

SANTA FE BOARD OF COUNTY COMMISSIONERS

Anna T. Hamilton
Anna T. Hamilton, Chair
Santa Fe Board of County Commissioners



ATTESTATION:
Geraldine Salazar 7-9-2019
Geraldine Salazar Date
Santa Fe County Clerk

Approved as to form:

R. Bruce Fredrick 7-2-19
R. Bruce Fredrick Date
Santa Fe County Attorney

Finance Department:

Gary L. Giron 070219
Gary L. Giron Date
Finance Director

COUNTY OF SANTA FE) BCC RESOLUTIONS
STATE OF NEW MEXICO) ss PAGES: 4
I Hereby Certify That This Instrument Was Filed for
Record On The 10TH Day Of July, 2019 at 11:42:01 AM
And Was Duly Recorded as Instrument # 1890048
Of The Records Of Santa Fe County



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

SFC CLERK RECORDED 07/10/2019

SFC CLERK RECORDED 02/27/2020