

**SANTA FE COUNTY  
RESOLUTION 2023- 113**

**A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM  
Whereas, the Board of County Commissioners meeting in regular session on November 14, 2023, did request the following budget adjustment:**

Department / Division

Public Works

Budget Adjustment Type (drop down):

Other

Fiscal Year: 2024 (July 1, 2023 - June 30, 2024)

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
214	0000	385	00-00	Lodger Tax - Budgeted Cash	\$ 1,000,002	
205	0000	385	00-00	Hold Harmless - Budgeted Cash	694,000	
<b>Subtotal from First Page</b>					\$ 1,694,002	\$

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
214	7733	434	40-03	Lodger's Tax - Infrastructure Construction (Camino Real Trail Flap)	\$ 128,453	
214	7707	483	80-10	Lodger's Tax - Infrastructure Construction (SF Rail Trail)	400,939	
214	7720	483	80-11	Lodger's Tax - Construction Service (Azul Trail)	420,155	
214	0658	483	80-10	Lodger's Tax - Infrastructure Construction (Ave. De Compadres Trail)	50,455	
205	0611	485	80-10	Hold Harmless - Road Maintenance (Gas line)	4,000	
205	7123	412	40-01	Hold Harmless - New Roof for the (District Attorney Complex)	100,000	
<b>Subtotal from First Page</b>					\$ 1,104,002	\$

Requesting Department Approval: PJ Griego

Title: ASD Director

Date: 11/1/2023

Log # 12

Capital/Grants Approval: [Signature]

Date: 11/6/2023

Budget Administrator: [Signature]

Finance Dept Approval: [Signature]

Date: 11/6/2023

Entered by: [Signature] Date: \_\_\_\_\_

County Mgr Approval: [Signature]

Date: 11/13/2023

Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

SFC CLERK RECORDED 12/06/2023

**SANTA FE COUNTY  
RESOLUTION 2023- 113**

**BUDGET ADJUSTMENT REQUEST FORM  
Fiscal Year 2024 (July 1, 2023 Through June 30, 2024)  
CONTINUATION SHEET**

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
204	0000	385	00-00	Road Maintenance Budgeted Cash	\$ 70,000	
204	6186	385	00-00	Road Projects - LGRF Maintenance Grants Match	114,983	
311	6186	371	02-00	Road Projects - LGRF Maintenance Grants	344,949	
<b>Subtotal from Second Page</b>					\$ 529,932	\$
<b>Total</b>					\$ 2,223,934	\$

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
205	0711	483	80-03	Hold Harmless - Capital Equipment (La Cienega CC)	\$ 20,000	
205	0739	483	80-01	Hold Harmless - Building Construction (Vista Grande Library)	100,000	
205	0150	424	40-01	Hold Harmless - Building Maintenance (Public Safety)	160,000	
205	0755	431	40-01	Hold Harmless - Building Maintenance (Benny J. Chavez CC)	60,000	
205	7005	483	80-10	Hold Harmless - Infrastructure Construction (Nambe CC)	50,000	
205	0605	484	80-01	Hold Harmless - Building Construction (Eldorado Collection Center)	100,000	
205	0603	485	80-10	Hold Harmless - Infrastructure Construction (Traffic)	100,000	
204	0611	485	80-01	Road Maintenance - Capital Building Construction (Safety Upgrades to Arroyo Seco Main. Yard)	70,000	
204	6186	453	40-03	Road Projects - LGRF Maintenance Grants	114,983	
311	6186	453	40-03	Road Projects - LGRF Maintenance Grants	344,949	
<b>Subtotal from Second Page</b>					\$ 1,119,932	\$
<b>Total of All Pages</b>					\$ 2,223,934	\$

SEC. CLERK RECORDED 12/06/2023

**SANTA FE COUNTY  
RESOLUTION 2023- 113**

**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 Fiscal Year 2024 Maintenance Projects were not presented to the Board of County Commissioners (BCC) for approval during the capital budget meetings. Additional funds are being requested to fill funding gaps with current projects. Finally, Public Works is requesting approval to re-establish unspent project funds not carried over into Fiscal Year 2024.

**2** Is this Budget Action for a Recurring or Non Recurring Expense(one-time)  

	Recurring	Non-Recurring
		X

**3** Does this request impact a revenue source?  

	Yes	No
	X	

A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy  

		X
--	--	---

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. CAP-L500512, SB-L500505, SP-L500481  

	X	
--	---	--

C. Is this request a result of Commission action? If YES, please cite and attach a copy of  

		X
--	--	---

D. Is a match required? If Yes, please identify funding source in the line below.  
 PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW

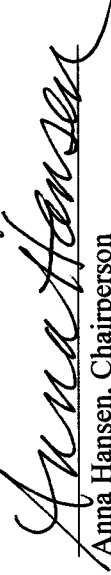
FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY/LINE ITEM	AMOUNT	BUDGETED (Resp. Down)
204	6186	453	40-03	Road Projects - LGRF Maintenance Grants	\$ 114,983	

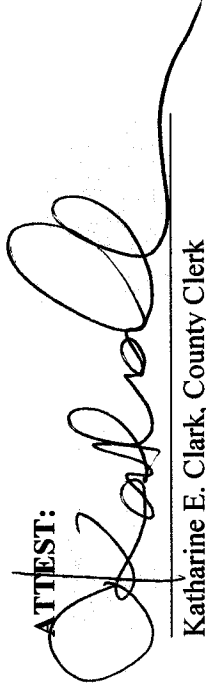
SANTA FE COUNTY  
RESOLUTION 2023- 113

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 14<sup>th</sup> Day of November, 2023.

Santa Fe Board of County Commissioners

  
Anna Hansen, Chairperson


ATTEST:  
  
Katharine E. Clark, County Clerk



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

I Hereby Certify That This Instrument Was Filed for Record On The 6TH Day Of December, 2023 at 04:33:23 PM And Was Duly Recorded as Instrument # 2024565 Of The Records Of Santa Fe County

BCC RESOLUTIONS  
PAGES: 37

Deputy   
Witnesses My Hand And Seal Of Office  
Katharine E. Clark  
County Clerk, Santa Fe, NM

Contract No. D19692  
Vendor No. 54297  
Control No. L500512

**LOCAL GOVERNMENT ROAD FUND  
COOPERATIVE AGREEMENT**

**This Agreement is between the New Mexico Department of Transportation (Department) and Santa Fe County (Public Entity), collectively referred as the "parties." 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 State Transportation Commission Policy No. 44, 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**, as described in Control No. **L500512**, 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. For purpose stated above, the estimated total cost for the Project is **One Hundred Eighty-Two Thousand, Seventeen Dollars (\$182,017)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: **\$136,513**

**Pavement Rehabilitation/Improvements**

2. Public Entity's required proportional matching share shall be 25%: **\$45,504**

3. Total Project Cost: **\$182,017**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Eighty-Two Thousand, Seventeen Dollars (\$182,017)**.

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.

**3. The Department Shall:**

SFC CLERK RECORDED 12/06/2023

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 cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. 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) calendar 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. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- 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) calendar 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) calendar 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) calendar 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) calendar 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. 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, 2023**. 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) calendar 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) calendar 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.**

SFC CLERK RECORDED 12/06/2023

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. Liability.**

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.*, and any other applicable law.

**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 and endorsements listing the Department as an additional insured 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 included 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 rights, equal opportunity compliance, environmental issues, 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 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, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is 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, subject to Section 7 above.

**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 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) calendar days. 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) calendar days of written notification.

**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.

SFC CLERK RECORDED 12/06/2023

**The remainder of this page is intentionally left blank.**

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

DocuSigned by:  
By: Mallery Manzanares Date: 1/25/2023  
Cabinet Secretary or Designee

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

DocuSigned by:  
By: [Signature] Date: 1/25/2023  
Assistant General Counsel

Santa Fe County

Approved as to form by Roberta D. Joe, Assistant County Attorney for J.Y., Santa Fe County Attorney 12/27/2022

By: [Signature] Date: 12/28/2022

Title: Gregory S. Shaffer, County Manager

Attest: \_\_\_\_\_  
Office Manager

SFC CLERK RECORDED 12/06/2023

**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



**THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY**

**RESOLUTION NO. 2022 - 085**

**A RESOLUTION ADOPTING LOCAL GOVERNMENTS ROAD  
IMPROVEMENT FUND PROJECT NO. CAP-L500512 FOR PAVEMENT  
REHABILITATION/ IMPROVEMENTS OF QUIET VALLEY LOOP AND  
QUIET VALLEY CIRCLE**

**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**, Santa Fe County (County) applied for fiscal year 2022 LGRF funding for pavement rehabilitation/improvements on various roads within the County; and

**WHEREAS**, by letter dated June 1, 2022, NMDOT informed the County that Project No. CAP-L500512 (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 table below.

SFC CLERK RECORDED 10/26/2022

**2023 CAP Pavement Preservation Projects**

Commission District	Road Name	SFC Road	Beginning of Project	End of Project	NMDOT Share	SF County Share	Total
3	Quiet Valley Loop & Quiet Valley Circle	N/A	County Line Road	Peaceful Drive	\$136,513	\$45,504	\$182,017
				<b>Total</b>	<b>\$136,513</b>	<b>\$45,504</b>	<b>\$182,017</b>

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 the Cooperative Agreement with NMDOT for the Project and any amendments thereto.

PASSED, APPROVED, AND ADOPTED THIS 25<sup>th</sup> DAY OF OCTOBER, 2022.

SANTA FE BOARD OF COUNTY COMMISSIONERS

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

ATTESTATION:  
Katharine E. Clark  
Katharine E. Clark  
Santa Fe County Clerk

10/25/2022  
Date



Approved as to form:

Jeff Young  
Jeff Young  
Santa Fe County Attorney

10-18-2022  
Date

Finance Division:

Yvonne S. Herrera  
Yvonne S. Herrera  
Finance Director

10/18/2022  
Date

RECORDED 10/26/2022

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss  
I Hereby Certify That This Instrument Was Filed for  
Record On The 26TH Day Of October, 2022 at 09:28:04 AM  
And Was Duly Recorded as Instrument # 2000228  
Of The Records Of Santa Fe County

BCC RESOLUTIONS  
PAGES: 4

Witness My Hand And Seal Of Office  
Katharine E. Clark  
Deputy Dorothy Romero County Clerk, Santa Fe, NM







Contract No. D19691  
Vendor No. 54297  
Control No. L500505

**LOCAL GOVERNMENT ROAD FUND  
COOPERATIVE AGREEMENT**

**This Agreement is between the New Mexico Department of Transportation (Department) and Santa Fe County (Public Entity), collectively referred as the "parties." 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 State Transportation Commission Policy No. 44, 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**, as described in Control No. L500505, 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. For purpose stated above, the estimated total cost for the Project is **One Hundred Fifty Thousand, Four Hundred Dollars (\$150,400)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: **\$112,800**

**Pavement Rehabilitation/Improvements**

2. Public Entity's required proportional matching share shall be 25%: **\$37,600**

3. Total Project Cost: **\$150,400**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Fifty Thousand, Four Hundred Dollars (\$150,400)**.

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.

**3. The Department Shall:**

SFC CLERK RECORDED 12/06/2023

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 cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. 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) calendar 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. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- 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) calendar 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) calendar 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) calendar 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) calendar 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. 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, 2023**. 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) calendar 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) calendar 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.**

SFC CLERK RECORDED 12/06/2023

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. Liability.**

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.*, and any other applicable law.

**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 and endorsements listing the Department as an additional insured 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 included 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 rights, equal opportunity compliance, environmental issues, 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 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, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is 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, subject to Section 7 above.

**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 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) calendar days. 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) calendar days of written notification.

**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.

SFC CLERK RECORDED 12/06/2023

**The remainder of this page is intentionally left blank.**

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

DocuSigned by:  
By: Mallery Manzanares Date: 1/24/2023  
03F307D02C01449  
Cabinet Secretary or Designee

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

DocuSigned by:  
By: [Signature] Date: 1/24/2023  
384038D37FBC44A  
Assistant General Counsel

Santa Fe County

Approved as to form by Roberta D. Joe, Assistant County Attorney for J.Y., Santa Fe County Attorney 12/27/2022

By: [Signature] Date: 12/28/2022  
For YSH SFCFD December 27, 2022

Title: Gregory S. Shaffer, County Manager

Attest: \_\_\_\_\_  
Office Manager

SFC CLERK RECORDED 12/06/2023

**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





**THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY**

**RESOLUTION NO. 2022 - 084**

**A RESOLUTION ADOPTING LOCAL GOVERNMENTS ROAD  
IMPROVEMENT FUND PROJECT NO. SB-L500505 FOR PAVEMENT  
REHABILITATION/ IMPROVEMENTS OF LA PUEBLA ROAD (CR 88) AND  
WEST ALAMEDA (CR 70)**

**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**, Santa Fe County (County) applied for fiscal year 2022 LGRF funding for pavement rehabilitation/ improvements on various roads within the County; and

**WHEREAS**, by letter dated June 1, 2022, NMDOT informed the County that Project No. SB-L500505 (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 Exhibits B and C and in the table below.

**2023 CAP Pavement Preservation Projects**

Commission District	Road Name	SFC Road	Beginning of Project	End of Project	NMDOT Share	SF County Share	Total
1	La Puebla Road	88	CR 84	CR 84D	\$20,135.36	\$6,711.79	\$26,847.15
2	West Alameda	70	Via Abajo	Via Veteranos	\$92,664.64	\$30,888.21	\$123,552.85
				<b>Total</b>	<b>\$112,800.00</b>	<b>\$37,600.00</b>	<b>\$150,400.00</b>

SFC CLERK RECORDED 10/26/2022

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 the Cooperative Agreement with NMDOT for the Project and any amendments thereto.

PASSED, APPROVED, AND ADOPTED THIS 25<sup>th</sup> DAY OF OCTOBER, 2022.

SANTA FE BOARD OF COUNTY COMMISSIONERS

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

ATTESTATION:  
Katharine E. Clark  
Katharine E. Clark  
Santa Fe County Clerk

10/25/2022  
Date



SEEKING RECORDING 10/26/2022

Approved as to form:  
Jeff Young  
Jeff Young  
Santa Fe County Attorney

10-18-2022  
Date

Finance Division:  
Yvonne S. Herrera  
Yvonne S. Herrera  
Finance Director

10/18/2022  
Date

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss  
BCC RESOLUTIONS  
PAGES: 5

I Hereby Certify That This Instrument Was Filed for Record On The 26TH Day Of October, 2022 at 09:28:03 AM And Was Duly Recorded as Instrument # 2000227 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Katharine E. Clark  
Deputy Dorothy Romero County Clerk, Santa Fe, NM



Contract No. D19693  
Vendor No. 54297  
Control No. L500481

**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 Rehabilitations/Improvements is described in Control No. L500481, 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 Twenty-Seven Thousand, Five Hundred Fifteen Dollars. (\$127,515)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% \$95,636

**Pavement Rehabilitations/Improvements**

2. The Public Entity's required proportional matching Share shall be 25% \$31,879  
For purpose stated above

3. Total Project Cost \$127,515

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Twenty-Seven Thousand, Five Hundred Fifteen Dollars. (\$127,515)**.

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.

**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:

SFC CLERK RECORDED 12/06/2023

- 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 cannot 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, 2023**. 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, 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.**

If 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 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.

SFC CLERK RECORDED 12/06/2023





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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

DocuSigned by:  
By: Mallery Manzanares  
38F507882C81449  
Cabinet Secretary or Designee

Date: 1/25/2023

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

DocuSigned by:  
By: [Signature]  
3840388937F8C44A  
Assistant General Counsel

Date: 1/25/2023

**Santa Fe County**

By: [Signature]

Approved as to form by Roberta D. Joe, Assistant County Attorney for J.Y., Santa Fe County Attorney 12/27/2022

For YSH SFCFD December 27, 2022  
Date: 12/28/2022

Title: Gregory S. Shaffer, County Manager

Attest: \_\_\_\_\_  
Office Manager

SFC CLERK RECORDED 12/06/2023

**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



**THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY**

**RESOLUTION NO. 2022 - 083**

**A RESOLUTION ADOPTING LOCAL GOVERNMENTS ROAD  
IMPROVEMENT FUND PROJECT NO. SP-L500481 FOR PAVEMENT  
REHABILITATION/ IMPROVEMENTS OF CALLE GURULE (CR 51E),  
MOYA PLACE, AND MOYA ROAD**

**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**, Santa Fe County (County) applied for fiscal year 2022 LGRF funding for pavement rehabilitation/improvements on various roads within the County; and

**WHEREAS**, by letter dated June 1, 2022, NMDOT informed the County that Project No. SP-L500481 (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 Exhibits B and C and in the table below.

**2023 SP Pavement Preservation Projects**

Commission District	Road Name	SFC Road	Beginning of Project	End of Project	NMDOT Share	SF County Share	Total
4	Calle Gurule	51E	Old Las Vegas Hwy	Crazy Horse Road	\$37,289.82	\$12,429.95	\$49,719.77
5	Moya Rd & Moya Pl	N/A	Ave. Vista Grande	Ave. Monte Del Alto	\$58,346.18	\$19,449.05	\$77,795.23
				<b>Total</b>	<b>\$95,636.24</b>	<b>\$31,879.00</b>	<b>\$127,515.00</b>

SFC CLERK RECORDED 10/26/2022

**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 the Cooperative Agreement with NMDOT for the Project and any amendments thereto.

**PASSED, APPROVED, AND ADOPTED THIS** 25<sup>th</sup> **DAY OF OCTOBER, 2022.**

**SANTA FE BOARD OF COUNTY COMMISSIONERS**

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

**ATTESTATION:**

Katharine E. Clark  
Katharine E. Clark  
Santa Fe County Clerk

10/25/2022  
Date



Approved as to form:

Jeff Young  
Jeff Young  
Santa Fe County Attorney

10-18-2022  
Date

Finance Division:

Yvonne S. Herrera  
Yvonne S. Herrera  
Finance Director

10/18/2022  
Date

SPEC CLERK RECORDED 10/26/2022

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

BCC RESOLUTIONS  
PAGES: 5

I Hereby Certify That This Instrument Was Filed for Record On The 26TH Day Of October, 2022 at 09:28:02 AM And Was Duly Recorded as Instrument # 2000226 Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office  
Katharine E. Clark  
Deputy Dorothy Romero County Clerk, Santa Fe, NM