

**SANTA FE COUNTY
RESOLUTION 2026- 075**

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

Whereas, the Board of County Commissioners meeting in regular session on June 9, 2026, did request the following budget adjustment:

Department / Division Public Works Department Fiscal Year: 2026 (July 1, 2025 - June 30, 2026)
 Budget Adjustment Type (drop down): Other

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXX	ACTIVITY BASIC/SUB XXX	REVENUE OBJECT XXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
311	6186	371	02-00	2025-2026 LGRF Maintenance Grant - SP-L500615	\$ 81,891	
204	6186	385	02-00	2025-2026 LGRF Maintenance Grant - SP-L500615	27,297	
311	6186	371	02-00	2025-2026 LGRF Maintenance Grant - CAP-L500641	137,793	
204	6186	385	02-00	2025-2026 LGRF Maintenance Grant - CAP-L500641	45,931	
311	6186	371	02-00	2025-2026 LGRF Maintenance Grant - SB-L500637	96,307	
204	6186	385	02-00	2025-2026 LGRF Maintenance Grant - SB-L500637	32,102	
Total					\$ 421,321	\$ -

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXX	ACTIVITY BASIC/SUB XXX	REVENUE OBJECT XXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
311	6186	453	40-07	2025-2026 LGRF Maintenance Grant - SP-L500615	\$ 81,891	
204	6186	453	40-07	2025-2026 LGRF Maintenance Grant - SP-L500615	27,297	
311	6186	453	40-07	2025-2026 LGRF Maintenance Grant - CAP-L500641	137,793	
204	6186	453	40-07	2025-2026 LGRF Maintenance Grant - CAP-L500641	45,931	
311	6186	453	40-07	2025-2026 LGRF Maintenance Grant - SB-L500637	96,307	
204	6186	453	40-07	2025-2026 LGRF Maintenance Grant - SB-L500637	32,102	
Total					\$ 421,321	\$ -

Requesting Department Approval: Anthony Serna-Sanchez Title: PWD Operations Manager Date: 5/29/2026 Log # 89
 Capital/Grants Approval: [Signature] Date: 5/29/2026 Budget Administrator: [Signature] Date: 6/13/26
 Finance Dept Approval: [Signature] Date: 5/29/2026 Entered by: _____ Date: _____
 County Mgr Approval: [Signature] Date: 5/29/2026 Updated by: _____ Date: _____

**SANTA FE COUNTY
RESOLUTION 2026- 075**

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT

(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)

1	<p>Please summarize the request and its purpose in the area below. The Public Works Department seeks to budget \$421,321 for the approved LGRF funding to support road improvement efforts across various County roads. The planned work includes pavement rehabilitation, chip sealing, and mill inlay.</p>	Recurring		Non-Recurring	X															
2	<p>Is this Budget Action for a Recurring or Non Recurring Expense(one-time)</p>																			
3	<p>Does this request impact a revenue source?</p>		Yes X		No No															
A.	<p>Is this a State Special Appropriation? If Yes, cite Statute and attach a copy</p>				X															
B.	<p>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.</p>		X																	
C.	<p>Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)</p>		X																	
D.	<p>Is a match required? If Yes, please identify funding source in the line below. PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW</p>		X																	
204	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">FUND</th> <th style="width:15%;">DEPARTMENT</th> <th style="width:15%;">ACTIVITY</th> <th style="width:15%;">ELEMENT</th> <th style="width:15%;">CATEGORY / LINE ITEM</th> <th style="width:15%;">AMOUNT</th> <th style="width:15%;">MATCHED (Line Item)</th> </tr> </thead> <tbody> <tr> <td>204</td> <td>6237</td> <td>453</td> <td>40-07</td> <td>Maintenance/Supplies</td> <td style="text-align:right;">\$ 105,330</td> <td style="text-align:center;">No</td> </tr> </tbody> </table>	FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	MATCHED (Line Item)	204	6237	453	40-07	Maintenance/Supplies	\$ 105,330	No					
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204	6237	453	40-07	Maintenance/Supplies	\$ 105,330	No														

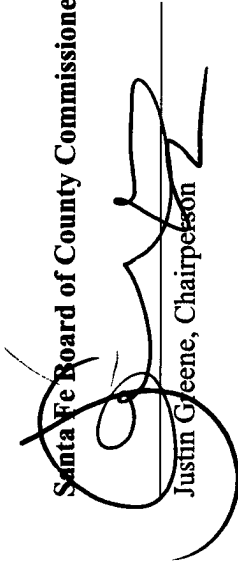
SEC CLERK RECORDED 05/10/2026 2026-075

SANTA FE COUNTY
RESOLUTION 2026- 075

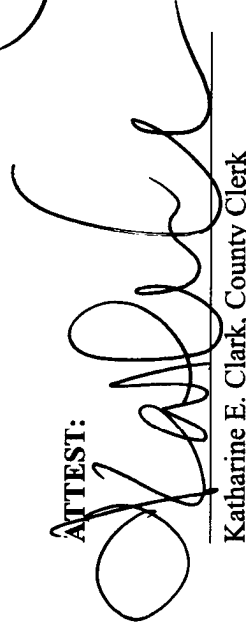
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the New Mexico Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 9th Day of June, 2026.

Santa Fe Board of County Commissioners


Justin Greene, Chairperson

ATTEST:


Katharine E. Clark, County Clerk

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
BCC RESOLUTIONS
PAGES: 48

I Hereby Certify That This Instrument Was Filed for Record On The 10TH Day Of June, 2026 at 05:48:55 PM and Was Duly Recorded as Instrument # 2085368 of The Records Of Santa Fe County

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



SFC CLERK RECORDED 06/10/2026

**SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION NO. 2025 - 109

**A RESOLUTION ADOPTING LOCAL GOVERNMENTS ROAD IMPROVEMENT
FUND PROJECT NO. L500615 FOR PAVEMENT
REHABILITATION/IMPROVEMENTS OF SANTA CRUZ LAKE ROAD AND
ENCANTADO LOOP**

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 2026 LGRF funding for pavement rehabilitation/improvements on various roads within the County; and

WHEREAS, by email dated June 12, 2025 (see Exhibit A), NMDOT informed the County that Project No. L500615 (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 Santa Fe County Public Works Department revised the initial list of preservation projects to meet the funding amount awarded by NMDOT; and

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

2025 Pavement Preservation Projects

Project	Department Share 75%	SFC Share 25%	Total Project Cost
Pavement rehabilitations and improvements, single layer chip seal, mil and inlay	\$81,891	\$27,297	\$109,188

SFC CLERK RECORDED 09/03/2025

Road Name	SFC Road	Beginning of Project	End of Project
Santa Cruz Lake Road	98A	Camino La Sotea	Lake Parking Lot
Encantado Loop		Avenida Azul	Avenida Azul

NOW, THEREFORE, BE IT RESOLVED by the Santa Fe County Board of County Commissioners hereby:

1. Adopt the as described in this Resolution.
2. Confirms the Project's priority status.
3. Agrees to provide the County share of the Project costs as set forth above.
4. 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 ON THIS 30th DAY OF SEPTEMBER, 2025.

**SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____

Camilla Bustamante
Camilla Bustamante, Chair



ATTEST:

Katharine E. Clark

Katharine E. Clark
Santa Fe County Clerk

Date: 10/2/2025

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 2

Approved as to form:

Peter Valencia for

Walker Boyd
Santa Fe County Attorney

I Hereby Certify That This Instrument Was Filed for record On The 3RD Day Of October, 2025 at 11:46:42 AM and Was Duly Recorded as Instrument # 2068542 of The Records Of Santa Fe County

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

Deputy *[Signature]*

SFC CLERK RECORDED 10/03/2025

Exhibit A

From: Nino, Amanda, DOT <Amanda.Nino@dot.nm.gov>
Sent: Thursday, June 12, 2025 1:57 PM
To: Sam L. Montoya <slmontoya@santafecountynm.gov>; Seferino Houston <shouston@santafecountynm.gov>; Anthony Serna Sanchez <asernasanchez@santafecountynm.gov>
Cc: Macias, Crystal, DOT <crystal.macias@dot.nm.gov>
Subject: FY26 Awarded Coop Agreements

Good afternoon!

The following agreements have been awarded for fiscal year 2026!
Please be sure to return them signed along with a resolution, once received back to the district they will be submitted for execution.
As a reminder please do not start work until you received back the executed agreement from District 5.

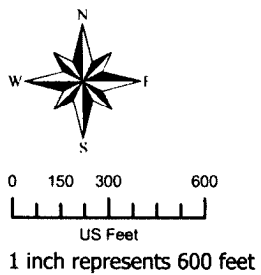
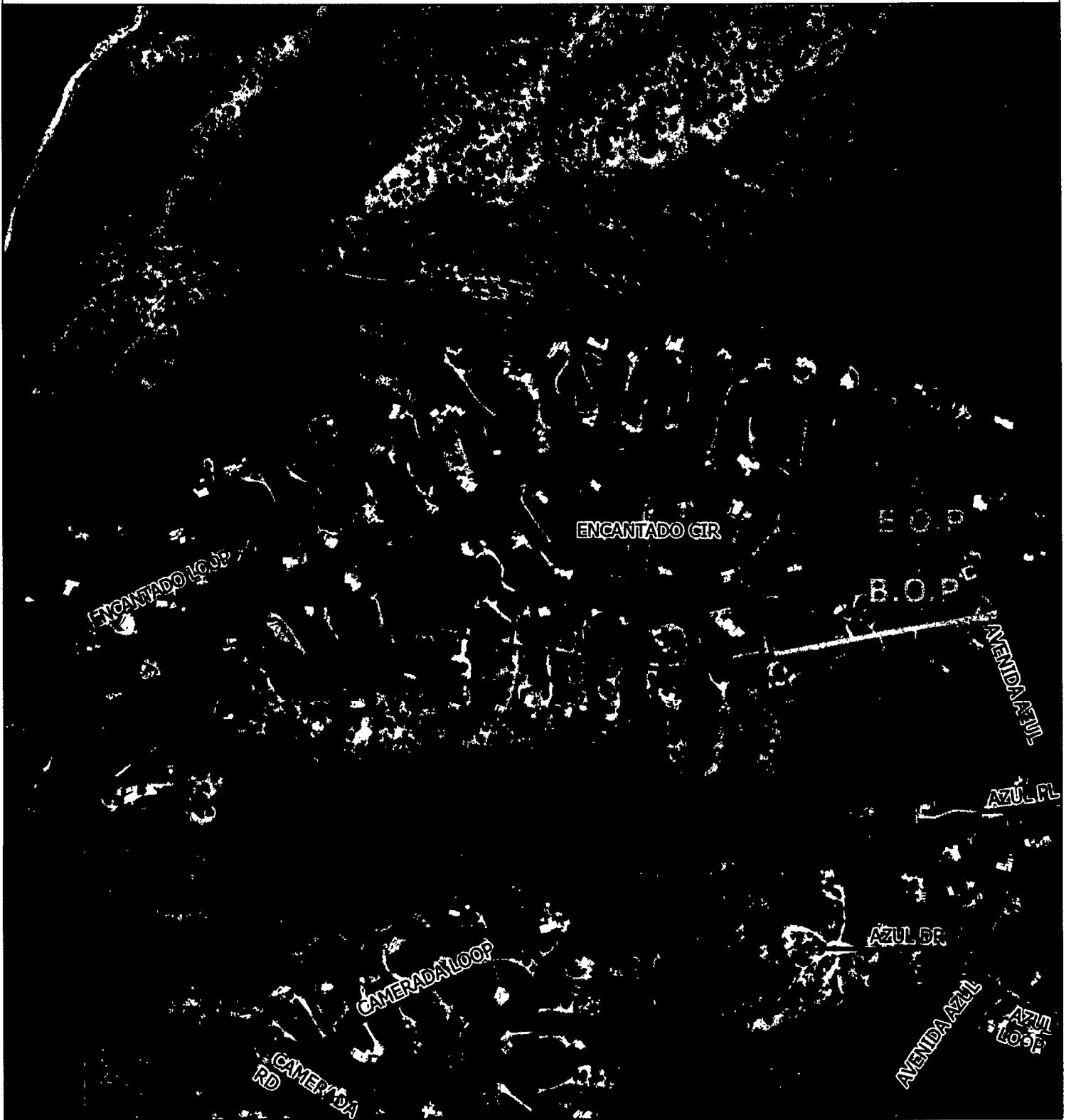
Please feel free to contact me with any questions.

Thank you,
Reminder all agreements should be fully executed by October 2025.

Amanda Niño
District Five LGRF Coordinator
Email: Amanda.Nino@dot.nm.gov
Phone: 505-477-1765

SECRET - OFFICIAL RECORDS - 06/12/2025

Santa Fe County Project Map
 ENCANTADO LOOP
 1.74 miles, Chip Seal



Pavement Condition Index (PCI)

- 85.1 - 100.0
- 70.1 - 85.0
- 60.1 - 70.0
- 50.1 - 60.0
- 40.1 - 50.0
- 25.1 - 40.0
- 0.0 - 25.0

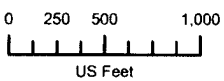
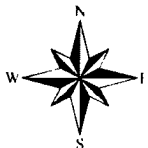
Road maintenance

- County maintained
- Not County maintained



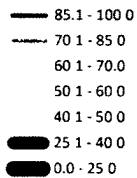
SANTA FE COUNTY

Santa Fe County Project Map
 SANTA CRUZ LAKE RD
 1.54 miles, Chip Seal

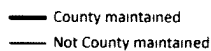


1 inch represents 1,000 feet

Pavement Condition Index (PCI)



Road maintenance



SANTA FE COUNTY

Contract No. _____
 Vendor No. 0000054297
 Control No. HW2L500615

**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, and

Pursuant to the Public Entity's resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, 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 Project, as described in Control No. L500615, and the Public Entity's resolution attached as **Exhibit C**. See:

Pavement Rehabilitation/Improvements

The Project is a joint and coordinated effort for which the parties 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 Nine Thousand One Hundred Eighty Eight Dollars and No Cents (\$109,188)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2026 Local Government Road Fund</u>	\$81,891	\$27,297	\$109,188
For the purpose stated above in Section 1.			
Total Project Cost			\$109,188

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- 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 the Department's Share of Project Funding identified in Section 2, Paragraph a, 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. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. 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 Project 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 proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all 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 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 approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified 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,**

SEC CLERK RECORDED 06/10/2026

and Cost form, attached as **Exhibit B**.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **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 is 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 cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding 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 **12/31/2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent 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, this Agreement will 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 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions 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 suit 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 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 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 agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are 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, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues,

SEC CLERK RECORDED 06/10/2026

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 comply 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 of New Mexico, 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 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 only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

SFC CLERK RECORDED 06/10/2026

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

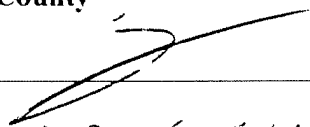
Date: _____

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

By: _____
Assistant General Counsel

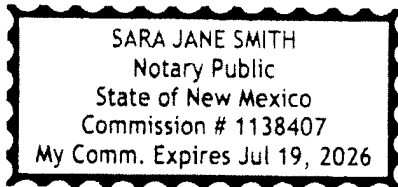
Date: _____

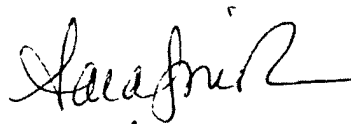
Santa Fe County

By: _____


Date: 10/3/2025

Title: GREGORY S. SHAFFER
COUNTY MANAGER




My Comm expires Jul 19, 2026

**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 Tribal/Local Public Agency State Funding 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

SFC CLERK RECORDED 06/10/2025

**SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION NO. 2025 - 110

**A RESOLUTION ADOPTING LOCAL GOVERNMENTS ROAD IMPROVEMENT
FUND PROJECT NO. L500641 FOR PAVEMENT
REHABILITATION/IMPROVEMENTS OF WHITE LAKES 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, the County of Santa Fe (County) applied for fiscal year 2026 LGRF funding for pavement rehabilitation/improvements on various roads within the County; and

WHEREAS, by email dated June 12, 2025 (see Exhibit A), NMDOT informed the County that Project No. L500641 (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 Santa Fe County Public Works Department revised the initial list of preservation projects to meet the funding amount awarded by NMDOT; and

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

2025 Pavement Preservation Projects

Project	Department Share 75%	SFC Share 25%	Total Project Cost
Pavement rehabilitations and improvements, single layer chip seal, mil and inlay	\$137,793	\$45,931	\$183,724

Road Name	SFC Road	Beginning of Project	End of Project
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SFC CLERK RECORDED 10/13/2025

White Lakes	20B	NM 41	6 Mi N NM 41
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NOW, THEREFORE, BE IT RESOLVED by the Santa Fe County Board of County Commissioners hereby:

1. Adopt the as described in this Resolution.
2. Confirms the Project's priority status.
3. Agrees to provide the County share of the Project costs as set forth above.
4. 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 ON THIS 30th DAY OF SEPTEMBER, 2025.

**SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: *Camilla Bustamante*
Camilla Bustamante, Chair

ATTEST:

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

Date: 10/2/2025

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

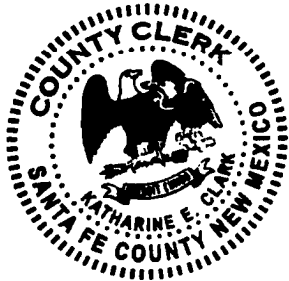
BCC RESOLUTIONS
PAGES: 2

I Hereby Certify That This Instrument Was Filed for Record On The 3RD Day Of October, 2025 at 11:51:15 AM and Was Duly Recorded as Instrument # 2068543 of The Records Of Santa Fe County

Approved as to form:

Peter Valencia for
Walker Boyd
Santa Fe County Attorney

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy *[Signature]* County Clerk, Santa Fe, NM



SFC CLERK RECORDED 10/03/2025

Exhibit A

From: Nino, Amanda, DOT <Amanda.Nino@dot.nm.gov>
Sent: Thursday, June 12, 2025 1:57 PM
To: Sam L. Montoya <slmontoya@santafecountynm.gov>; Seferino Houston <shouston@santafecountynm.gov>; Anthony Serna Sanchez <asernasanchez@santafecountynm.gov>
Cc: Macias, Crystal, DOT <crystal.macias@dot.nm.gov>
Subject: FY26 Awarded Coop Agreements

Good afternoon!

The following agreements have been awarded for fiscal year 2026!
Please be sure to return them signed along with a resolution, once received back to the district they will be submitted for execution.

As a reminder please do not start work until you received back the executed agreement from District 5.

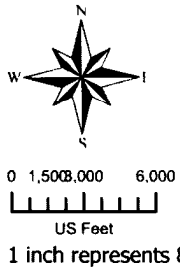
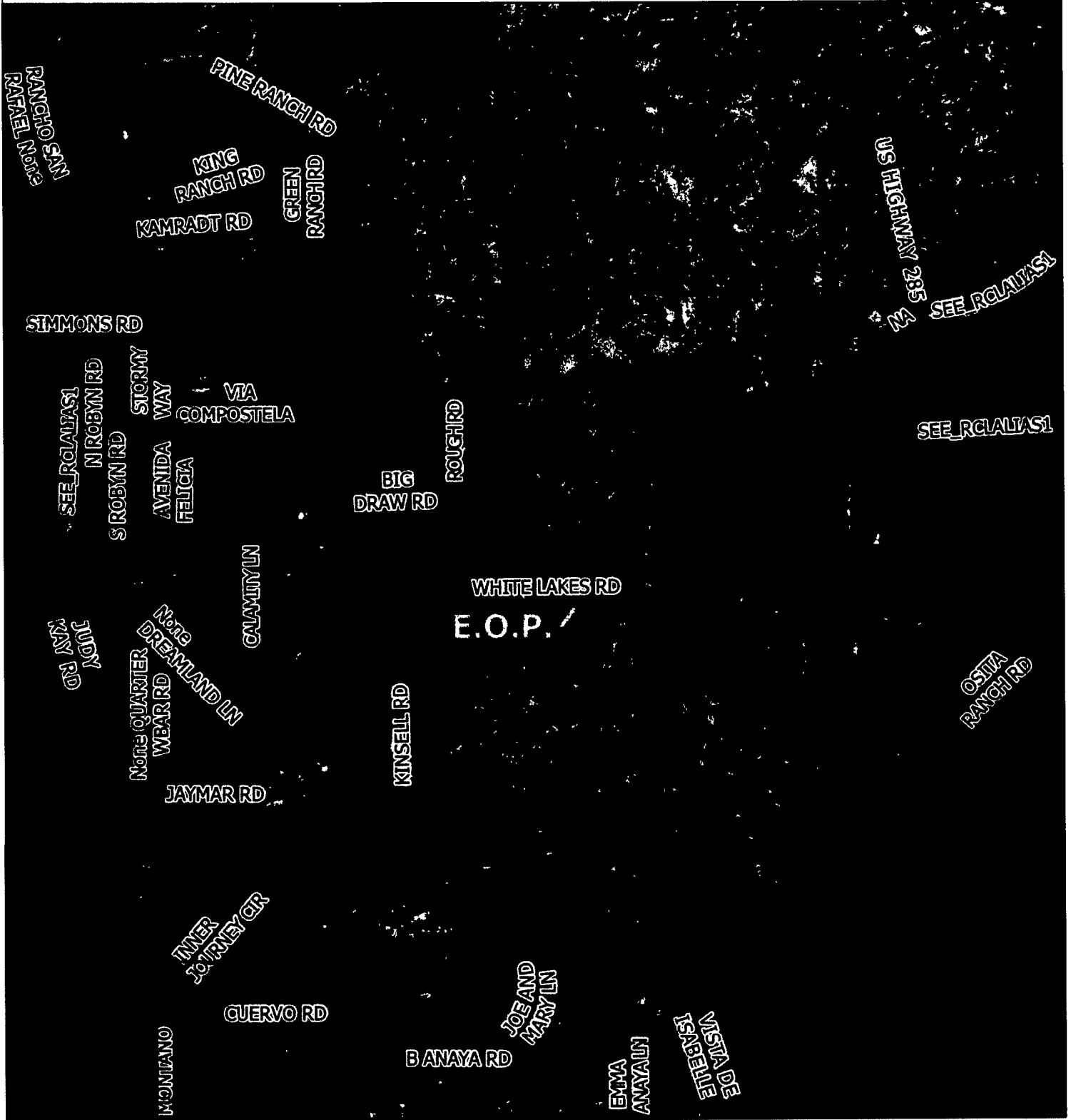
Please feel free to contact me with any questions.

Thank you,
Reminder all agreements should be fully executed by October 2025.

Amanda Niño
District Five LGRF Coordinator
Email: Amanda.Nino@dot.nm.gov
Phone: 505-477-1765

SECURITY CLERK RECORDED NEW/108/2025

Santa Fe County Project Map
 WHITE LAKES RD
 6.00 miles, Overlay



Pavement Condition Index (PCI)

- 85.1 - 100.0
- 70.1 - 85.0
- 60.1 - 70.0
- 50.1 - 60.0
- 40.1 - 50.0
- 25.1 - 40.0
- 0.0 - 25.0

Road maintenance

- County maintained
- Not County maintained



SANTA FE COUNTY

Contract No. _____
 Vendor No. 0000054297
 Control No. HW2L500641

**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, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, 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 Project, as described in Control No. L500641, and the Public Entity’s resolution attached as **Exhibit C**. See:

Pavement Rehabilitation/Improvements, Miscellaneous

The Project is a joint and coordinated effort for which the parties 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 Eighty Three Thousand Seven Hundred Twenty Four Dollars and No Cents (\$183,724)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
FY 2026 Local Government Road Fund	\$137,793	\$45,931	\$183,724
For the purpose stated above in Section 1.			
Total Project Cost			\$183,724

SEC CLERK RECORDED 06/10/2026

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- 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 the Department's Share of Project Funding identified in Section 2, Paragraph a, 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. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. 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 Project 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 proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all 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 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 approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified 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, attached as Exhibit B.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **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 is 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 cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding 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 **12/31/2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent 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, this Agreement will 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 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions 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 suit 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 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 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 agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are 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, and local laws, and Department 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 comply 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 of New Mexico, 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 proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

SEC CLERK RECORDED 06/10/2026

19. Amendment.

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

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

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

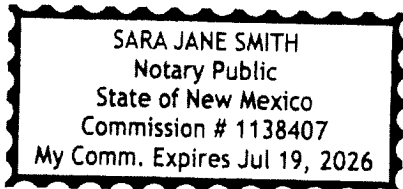
Date: _____


Santa Fe County

By:  _____

Date: 10/7/25

Title: GREGORY S. SHAPPER
COUNTY MANAGER




my comm expires July 19, 2026

SFC CLERK RECORDED 06/10/2026

**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 Tribal/Local Public Agency State Funding 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

**SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION NO. 2025 - 111

**A RESOLUTION ADOPTING LOCAL GOVERNMENTS ROAD IMPROVEMENT
FUND PROJECT NO. L500637 FOR PAVEMENT
REHABILITATION/IMPROVEMENTS OF APACHE PLUME ROAD AND CALLE
DEBRA 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, the County of Santa Fe (County) applied for fiscal year 2026 LGRF funding for pavement rehabilitation/improvements on various roads within the County; and

WHEREAS, by email dated June 12, 2025 (see Exhibit A), NMDOT informed the County that Project No. L500637 (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 Santa Fe County Public Works Department revised the initial list of preservation projects to meet the funding amount awarded by NMDOT; and

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

2025 Pavement Preservation Projects

Project	Department Share 75%	SFC Share 25%	Total Project Cost
Pavement rehabilitations and improvements, single layer chip seal, mil and inlay	\$96,307	\$32,102	\$96,307

SPEC CLERK RECORDED 06/19/2025

Road Name	SFC Road	Beginning of Project	End of Project
Apache Plume	60A	Nine Mile Road	State Cattle Guard
Calle Debra		Camino Lisa	CR 56

NOW, THEREFORE, BE IT RESOLVED by the Santa Fe County Board of County Commissioners hereby:

1. Adopt the as described in this Resolution.
2. Confirms the Project's priority status.
3. Agrees to provide the County share of the Project costs as set forth above.
4. 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 ON THIS 30th DAY OF SEPTEMBER, 2025.

**SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: *Camilla Bustamante*
Camilla Bustamante, Chair



ATTEST:

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

Date: 10/02/2025

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 3RD Day Of October, 2025 at 02:33:49 PM and Was Duly Recorded as Instrument # 2068554 of The Records Of Santa Fe County

Approved as to form:

Peter Valencia for

Walker Boyd
Santa Fe County Attorney

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



SFC CLERK RECORDED 10/03/2025

Exhibit A

From: Nino, Amanda, DOT <Amanda.Nino@dot.nm.gov>
Sent: Thursday, June 12, 2025 1:57 PM
To: Sam L. Montoya <slmontoya@santafecountynm.gov>; Seferino Houston <shouston@santafecountynm.gov>; Anthony Serna Sanchez <asernasanchez@santafecountynm.gov>
Cc: Macias, Crystal, DOT <crystal.macias@dot.nm.gov>
Subject: FY26 Awarded Coop Agreements

Good afternoon!

The following agreements have been awarded for fiscal year 2026!
Please be sure to return them signed along with a resolution, once received back to the district they will be submitted for execution.

As a reminder please do not start work until you received back the executed agreement from District 5.

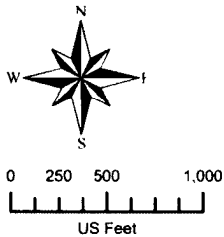
Please feel free to contact me with any questions.

Thank you,
Reminder all agreements should be fully executed by October 2025.

Amanda Niño
District Five LGRF Coordinator
Email: Amanda.Nino@dot.nm.gov
Phone: 505-477-1765

SEC CLERK RECORDED 09/03/2025

Santa Fe County Project Map
 CALLE DEBRA
 1.16 miles, Overlay



Pavement Condition Index (PCI)

- 85.1 - 100.0
- 70.1 - 85.0
- 60.1 - 70.0
- 50.1 - 60.0
- 40.1 - 50.0
- 25.1 - 40.0
- 0.0 - 25.0

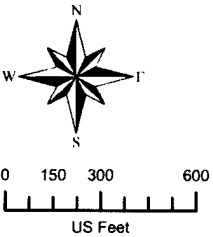
Road maintenance

- County maintained
- Not County maintained



SANTA FE COUNTY

Santa Fe County Project Map
 APACHE PLUME DR
 1.15 miles, Chip Seal



Pavement Condition Index (PCI)

- 85.1 - 100.0
- 70.1 - 85.0
- 60.1 - 70.0
- 50.1 - 60.0
- 40.1 - 50.0
- 25.1 - 40.0
- 0.0 - 25.0

Road maintenance

- County maintained
- Not County maintained



SANTA FE COUNTY

Contract No. _____
 Vendor No. 0000054297
 Control No. HW2L500637

**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, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, 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 Project, as described in Control No. L500637, and the Public Entity’s resolution attached as **Exhibit C**. See:

Pavement Rehabilitation/Improvements

The Project is a joint and coordinated effort for which the parties 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 Eight Thousand Four Hundred Nine Dollars and No Cents (\$128,409)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2026 Local Government Road Fund</u>	\$96,307	\$32,102	\$128,409
For the purpose stated above in Section 1.			
Total Project Cost			\$128,409

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- 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 the Department's Share of Project Funding identified in Section 2, Paragraph a, 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. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. 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 Project 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 proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all 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 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 approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified 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,**

SFC CLERK RECORDED 06/10/2026

and Cost form, attached as Exhibit B.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **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 is 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 cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding 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.

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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, this Agreement will 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 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions 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 suit 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.

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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 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 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 agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are 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, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not

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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 comply 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 of New Mexico, 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 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 only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee


Date: _____

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

By: _____
Assistant General Counsel

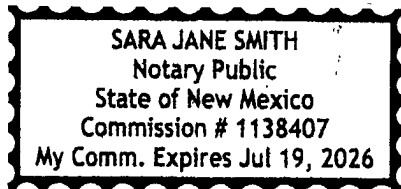
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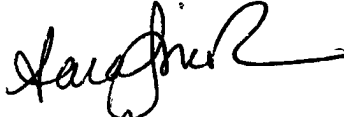
Santa Fe County

By:  _____

Date: 10/3/2025

Title: GREGORY S. SHAFFER
COUNTY MANAGER




my Comm expires July 19, 2026

**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 Tribal/Local Public Agency State Funding 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

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