

**MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE  
REGARDING THE CONSTRUCTION OF IMPROVEMENTS TO HENRY LYNCH ROAD**

**THIS MEMORANDUM OF AGREEMENT** (“MOA”) is entered into this ~~28<sup>th</sup>~~ day of April, 2026, between **Santa Fe County** (“County”), a political subdivision of the State of New Mexico, and the **City of Santa Fe** (“City”), a charter municipality of the State of New Mexico.

**RECITALS**

**WHEREAS**, in the spirit of cooperation, mutual respect, and service to the residents of the County and the City, this MOA confirms the parties’ commitment to mutual cooperation recognizing that coordinated activities between governmental entities may produce community and constituency benefits beyond what might be produced independently; and

**WHEREAS**, this MOA is exempt from the Procurement Code pursuant to Section 13-1-98(A), NMSA 1978, as an agreement between governmental entities; and

**WHEREAS**, the parties agree that the improvements described in this MOA are of mutual interest and benefit to the County and the City; and

**WHEREAS**, Henry Lynch Road lies within the boundary of City of Santa Fe and extends into the County limits of the County of Santa Fe; and

**WHEREAS**, the parties agree that it is in the best interest of the County, the City, and the public that the City assume responsibility for funding applications, project administration, and construction of improvements to the entirety of Henry Lynch Road, including the portion located within Santa Fe County; and

**WHEREAS**, the City of Santa Fe has adopted a resolution authorizing the City to apply for state and funding for the construction of Henry Lynch Road Project; and

**WHEREAS**, the estimated total cost for the construction of the Henry Lynch Road Project is approximately Fifteen Million Dollars (\$15,000,000); and

**WHEREAS**, the City intends to pursue funding through transportation programs including but not limited to the Local Government Road Fund (LGRF), the Municipal Arterial Program (MAP), the Transportation Project Fund (TPF), and other state funding sources, each of which may require a local match ranging from five percent (5%) to twenty-five percent (25%) depending on the funding source; and

**WHEREAS**, the County intends to pursue funding through the Transportation Project Fund (TPF), which requires a local match ranging of five percent (5%).

**NOW, THEREFORE**, the parties agree as follows:

**1. SCOPE OF AGREEMENT**

The Project consists of the construction and improvement of Henry Lynch Road from Rufina Street to Agua Fria Road, including but not limited to:

- Roadway reconstruction and paving
- Roundabout
- Bicycle lanes
- ADA-compliant sidewalks
- Curb and gutter
- Drainage improvements
- Traffic control devices
- Related transportation infrastructure improvements (collectively, the “Project”).

The City shall serve as the lead agency for the Project and shall:

- Apply for and administer funding from state, county and city sources;
- Procure engineering, construction, and related services;
- Administer and manage construction contracts;
- Ensure compliance with applicable city, county and state requirements; and
- Coordinate project construction across both City and County jurisdictions.

The County authorizes the City to construct improvements along the entirety of Henry Lynch Road, including the portion located within Santa Fe County.

The County agrees to cooperate with the City in matters related to:

- funding applications;
- project review and coordination;
- right-of-way access;
- permitting and regulatory compliance; and
- public outreach and coordination with residents.

**2. PROJECT FUNDING**

The estimated construction cost for the Project is \$15,000,000.

The City will pursue funding through transportation programs including but not limited to:

- Local Government Road Fund (LGRF);
- Municipal Arterial Program (MAP);
- Transportation Project Fund (TPF); and
- Legislative appropriations or other state funding opportunities

Local match requirements associated with these funding sources may range from five percent (5%) to twenty-five percent (25%), depending on the specific program requirements.

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The County will pursue funding through TPF. The local match requirements associated with this funding source is five percent (5%).

The parties agree that funding responsibilities shall be allocated according to each jurisdiction as follows:

County Jurisdiction Segment

For the portion of Henry Lynch Road located within Santa Fe County jurisdiction, the County shall be responsible for:

- Providing any required local match associated with grants or transportation funding programs, and
- Securing and providing legislative appropriations requested through the County's Infrastructure Capital Improvement Plan (ICIP) process, including funding that may be awarded during future legislative sessions such as the 2028 New Mexico Legislative Session.

City Jurisdiction Segment

For the portion of Henry Lynch Road located within City of Santa Fe jurisdiction, the City shall be responsible for:

- Providing any required local match associated with grants or transportation funding programs, and
- Securing and administering any additional funding necessary for improvements within City limits.

The City, as lead agency, shall coordinate closely with the County regarding funding applications, project budgeting, and reporting requirements associated with grant or legislative funding received for the Project. The City shall not commit the County to any financial obligation without the County's prior written approval.

The parties acknowledge that funding amounts, match requirements, and project scope may change depending on the specific grant agreements executed with funding agencies. No such changes shall increase the County's financial obligation without a written amendment approved by the County.

**3. PHASED PROJECT IMPLEMENTATION**

The Project may be implemented in multiple phases, depending on available funding sources. Phases may include but are not limited to:

- Phase A from La Paz Lane to Agua Fria Street
- Phase B from Rufina to La Paz Lane

The City will coordinate project phasing with the County to ensure continuity of roadway operations and public safety.

**4. RIGHT-OF-WAY COORDINATION**

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To the extent necessary for the Project:

- The County agrees to cooperate with the City regarding right-of-way access, easements, or temporary construction easements required for construction within County jurisdiction.
- Any acquisition of property interests shall be conducted in accordance with applicable state and federal laws including the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. 4601 et seq, if applicable.

## **5. UTILITIES AND INFRASTRUCTURE COORDINATION**

The City shall coordinate with all relevant utility providers for the relocation or protection of utilities affected by the Project.

Utility coordination may include, but is not limited to:

- water
- wastewater
- gas
- electric
- telecommunications
- stormwater infrastructure

The County will reasonably cooperate with the City and utility providers where County infrastructure is affected.

## **6. ENVIRONMENTAL AND REGULATORY COMPLIANCE**

The City shall ensure compliance with all applicable state and federal environmental regulations, including but not limited to:

- National Environmental Policy Act (NEPA) if applicable
- NMDOT environmental requirements
- stormwater permitting requirements
- cultural and historic preservation requirements
- environmental clearances required by funding agencies.

The County agrees to cooperate with the City in providing information or documentation necessary to complete environmental review.

## **7. MAINTENANCE RESPONSIBILITY**

Upon completion of construction:

- Each party shall remain responsible for the operation and maintenance of the roadway within its respective jurisdiction, unless otherwise agreed in writing.
- The City shall maintain the portion of Henry Lynch Road located within City limits.
- The County shall maintain the portion located within County jurisdiction.

The parties may negotiate a separate maintenance agreement in the future if operational efficiencies warrant shared maintenance responsibilities.

**8. EFFECTIVE DATE AND TERM**

This MOA shall become effective upon the date of the last signature and shall remain in effect for five (5) years, unless terminated earlier pursuant to this Agreement.

**9. TERMINATION**

If either party fails to fulfill its obligations under this MOA, the non-breaching party may terminate the Agreement by providing written notice specifying the cause and effective termination date.

**10. ASSIGNMENT**

The City shall not assign its responsibilities under this MOA without prior written approval of the County.

**11. NO THIRD-PARTY BENEFICIARIES**

This MOA does not create rights in any person or entity not a party to this Agreement.

**12. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Liability shall be subject to the New Mexico Tort Claims Act, §41-4-1 et seq., NMSA 1978.

**13. AMENDMENT**

This MOA may only be amended by written agreement executed by both parties.

**14. INTEGRATION CLAUSE**

This MOA represents the entire agreement between the parties regarding the Project and supersedes prior agreements or understandings unless incorporated herein.

**15. APPLICABLE LAW; VENUE**

This Agreement shall be governed by the laws of the State of New Mexico, with venue in the First Judicial District Court, Santa Fe County.

**16. APPROPRIATIONS AND AUTHORIZATIONS**

Performance of this MOA is contingent upon sufficient appropriations and authorizations by the governing bodies of the parties, including:

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- Governing Body of the City of Santa Fe
- Santa Fe County Board of County Commissioners
- New Mexico Department of Transportation or the New Mexico Legislature

If sufficient appropriations are not made, this MOA shall terminate without penalty upon written notice.

**17. ELECTRONIC SIGNATURES**

Electronic signatures shall have the same force and effect as original signatures.

**18. RECORDS AND FINANCIAL AUDIT**

To the extent records relate to the performance of this MOA or funding received, the City shall maintain books and records for six (6) years and permit audit upon reasonable notice.

**19. NOTICES**

Notices required by this MOA shall be provided in writing to:

**CITY**

Public Works Director  
City of Santa Fe  
200 Lincoln Street  
Santa Fe, NM 87501

Notice shall be effective upon personal delivery or three business days after deposit with the U.S. Postal Service.

**COUNTY**

Public Works Director  
Santa Fe County  
424 NM 599 Frontage Road  
Santa Fe, NM 87507

**20. SURVIVAL**

The following provisions shall survive termination of this MOA: Liability, Records and Financial Audit, Applicable Law, No Third-Party Beneficiaries, and Survival.

**SIGNATURES**

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement as of the last date of signature below.

SFC CLERK RECORDED 05/01/2026

CITY OF SANTA FE

*Michael Garcia*

MICHAEL GARCIA, MAYOR  
City of Santa Fe

Date: 05/28/2026

ATTEST

*[Signature]*



GERALYN CARDENAS, CITY CLERK *GCW*  
GB MTG 05/27/26

DATE: 05/28/2026

CITY ATTORNEY'S OFFICE

*Marcos D. Martinez*

Marcos D. Martinez (Apr 6, 2026 15:54:05 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

DATE: Apr 6, 2026

APPROVED FOR FINANCE

*[Signature]*

ANDREA PHILLIPS (May 15, 2026 16:39:06 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

DATE: 05/15/2026

SANTA FE COUNTY

*[Signature]*

CHAIR

Board of County Commissioners

Date: 4/28/26

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APPROVED AS TO FORM

*Peter Valencia for*

\_\_\_\_\_  
WALKER BOYD  
SANTA FE COUNTY ATTORNEY

DATE: 4/1/2026

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