

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Jamie Cassutt

Mayor Michael Garcia

A RESOLUTION

**APPROVING THE CITY OF SANTA FE’S PARTICIPATION IN THE NEW MEXICO
DEPARTMENT OF TRANSPORTATION’S LOCAL GOVERNMENT ROAD FUND
PROGRAM FOR THE HENRY LYNCH ROAD RECONSTRUCTION PROJECT BY
ENTERING INTO COOPERATIVE GRANT AGREEMENT, CONTROL NUMBER
L500665.**

WHEREAS, the City of Santa Fe (“City”) and the New Mexico Department of
Transportation (“Department”) wish to enter into a cooperative grant agreement, (“Agreement”),
included as Attachment A, Control No. L500665, under the Local Government Road Fund
(“LGRF”) Program for a local road project (“Project”), the purpose of which is to construct two
10-foot travel lanes, to install Americans with Disabilities Act (“ADA”)-compliant sidewalks on
both sides of the roadway, to construct separated bicycle lanes, to install curb and gutter, to improve
storm water drainage systems, to construct a modern roundabout at the intersection of Henry Lynch
Road and Agua Fria Street; and

WHEREAS, the Project is a joint and coordinated effort for which the parties each have

1 authority or jurisdiction and the Agreement specifies and delineates the rights and duties of the
2 parties; and

3 **WHEREAS**, this Resolution serves to assume ownership, liability, and maintenance
4 responsibility for the Project scope, or related amenities, as required by the Agreement, attached as
5 Attachment A; and

6 **WHEREAS**, the total estimated Project cost is Four Hundred Twenty-Three Thousand
7 Four Hundred Seventy-Five Dollars (\$423,475), to be funded in proportional share by the parties
8 hereto as follows:

- 9 1. The Department's share will be Seventy-Five Percent (75%), or Three Hundred
10 Seventeen Thousand Six Hundred Six Dollars (\$317,606)
- 11 2. The City's share shall be Twenty-Five Percent (25%), or One Hundred Five Thousand
12 Eight Hundred Sixty-Nine Dollars (\$105,869); and

13 **WHEREAS**, the City of Santa Fe shall pay all costs, which exceed the total project cost
14 of \$423,475.

15 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
16 **CITY OF SANTA FE** determines, resolves, and orders as follows:

17 a. The Project for the Cooperative Agreement, included as Attachment A, is adopted and
18 has a priority standing.

19 b. The Cooperative Agreement terminates on December 31st, 2027, and the City of Santa
20 Fe incorporates all the agreements, covenants, and understandings between the parties hereto
21 concerning the subject matter hereof, and all such covenants, agreements and understandings have
22 been merged into the written agreement.

23 c. The person listed below, or their successor, is the Grantee's official representative shall
24 have signature authority to bind the City of Santa Fe to the terms and conditions of this Cooperative
25 Agreement,

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Grantee: City of Santa Fe
Name: Michael Garcia (or successor)
Title: Mayor

d. The person listed below, or their successor, shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the City of Santa Fe in the manner set forth by the Cooperative Agreement.:

Grantee: City of Santa Fe
Name: Romella Glorioso-Moss (or successor)
Title: Capital Projects Manager

BE IT FURTHER RESOLVED by the Governing Body that the City of Santa Fe shall enter into Cooperative Agreement for Project, Control Number L500665, included as Attachment A, with the New Mexico Department of Transportation for the LGRF Program for fiscal year 2027 for Reconstruction of Henry Lynch Road between La Paz Lane and Agua Fria Street - Construction of two 10-foot travel lanes installation of ADA-compliant sidewalks on both sides of the roadway, construction of separated bicycle lanes, installation of curb and gutter, storm water drainage improvements, construction of a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street, within the control of City of Santa Fe in the State of New Mexico.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

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MICHAEL J. GARCIA, MAYOR

ATTEST:

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martínez
[Marcos D. Martínez \(Aug 19, 2026 11:43:27 MDT\)](#)
MARCOS D. MARTÍNEZ, CITY ATTORNEY

Attachment A

Contract No. _____
Vendor No. 0000054360
Control No. HW2L500665

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (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. L500665, and the Public Entity’s resolution attached as **Exhibit C**. See:

Construction of two 10-foot travel lanes installation of ADA-compliant on both sides of the roadway, construction of separated bicycle lanes, installation of curb and gutter, drainage storm water drainage improvements. Construction of a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street.

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 **Four Hundred Twenty Three Thousand Four Hundred Seventy Five Dollars and No Cents (\$423,475)** 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 2027 Local Government Road Fund</u>	\$317,606	\$105,869	\$423,475
For the purpose stated above in Section 1.			
Total Project Cost \$423,475			

- 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 **12/31/2027**. 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).

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: _____

City of Santa Fe

By: _____

Date: _____

Title: _____

Attest: _____
City of Santa Fe Clerk or Designee

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

KEVIN L. NAULT
[KEVIN L. NAULT \(Aug 7, 2026 09:50:12 MDT\)](#)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MONICA MAESTAS, FINANCE DIRECTOR

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

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK:

[illegible]

EXHIBIT C
City of Santa Fe RESOLUTION

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$423,475** to be funded in proportional share by the parties hereto as follows:

CN L500665 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2027 Local Government Road Fund</u>	\$317,606	\$105,869	\$423,475
Construction of two 10-foot travel lanes designed to calm traffic while maintaining efficient vehicle movement, installation of ADA-compliant on both sides of the roadway, construction of separated bicycle lanes to provide dedicated bicycle facilities, ins			

WHEREAS, the **City of Santa Fe** shall pay all costs, which exceed the total project cost of **\$423,475**.

NOW THEREFORE, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2027** and the **City of Santa Fe** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **City of Santa Fe**, _____ (name or title), shall have signature authority to bind the **City of Santa Fe** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Santa Fe** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **L500665** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **Reconstruction of Henry Lynch Road (Phase A) between La Paz Lane and Agua Fria Street - Construction of two 10-foot travel lanes designed to calm traffic while maintaining efficient vehicle movement, installation of ADA-compliant on both sides of the roadway, construction of separated bicycle lanes to provide dedicated bicycle facilities, ins** within the control of **City of Santa Fe** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE _____

(PRINTED NAME, POSITION)

DATE _____

(PRINTED NAME, POSITION)

DATE _____