



New Mexico Historic Preservation Division

407 Galisteo Street, Suite 236

Santa Fe, NM 87501

Telephone: (505) 827.6320

Email: nm.shpo@dca.nm.gov

CULTURAL PROPERTIES RESTORATION FUND GRANT PROGRAM MANUAL



*Photographs, CPRF Round 1 Awardees, Top Row, L to R, City of Santa Fe, Main Library; City of Deming, Luna Mimbres Museum
Bottom Row, Town of Silver City, Silver City Waterworks; State Land Office, Dinetah Pueblitos;
City of Albuquerque, Albuquerque Rail Yards Fire House*

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CULTURAL PROPERTIES RESTORATION FUND GRANT PROGRAM MANUAL

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A. PROGRAM DESCRIPTION

A1. Letter from State Historic Preservation Officer

Dear Members of the Preservation Community:

The Land of Enhancement Legacy Fund was established by Governor Michelle Lujan Grisham in 2023 to support conservation and preservation efforts in the State of New Mexico. The Department of Cultural Affairs (DCA) was fortunate to be one of eight participating departments to receive funding which will be administered by the New Mexico Historic Preservation Division (HPD) through the Cultural Properties Restoration Fund.

This grant program offers state agencies and political subdivisions, including cities, villages, towns, counties, acequia commissions, land grants, and universities an opportunity to receive up to \$250,000 to fund historic preservation projects.

Properties need to be listed or eligible for listing in the State Register of Cultural Properties and/or listed or eligible for listing in the National Register of Historic Places. Eligible properties include buildings, structures, places, sites, or objects that have historic, archaeological, scientific, architectural, or other cultural significance. Eligible projects include archaeological and architectural survey, National Register nominations, restoration, preservation, stabilization, protection, and interpretive planning as it relates to a listed or eligible property.

Though encouraged, matching funds are not required. Grant funding will be provided up front subject to a Joint Powers Agreement and a Preservation Agreement. Please read the Grants Manual for detailed information about the application process.

“One of New Mexico’s greatest treasures is its unique cultural heritage, and our many historic properties help us preserve and showcase that heritage for future generations to enjoy,” said New Mexico Department of Cultural Affairs (DCA) Cabinet Secretary Debra Garcia y Griego. “Our department is honored to help administer a grant program that will contribute to these preservation efforts across our state.”

On behalf of DCA, the Historic Preservation Division is excited to administer such an important grant program that will help protect New Mexico’s rich and diverse history.

Sincerely,



Michelle Ensey
State Historic Preservation Officer

B. GRANT OVERVIEW / QUICKVIEW

B1. Quick view

Below is an overview of the Cultural Properties Restoration Fund Grant Program:

CULTURAL PROPERTIES RESTORATION FUND GRANT PROGRAM – QUICK VIEW	
PROGRAM PURPOSE:	The purpose of this grant program is to assist in funding historic preservation related projects.
ELIGIBLE APPLICANTS:	Agencies/Departments of the State of New Mexico; Political subdivisions of the State of New Mexico – this includes but it is not limited to cities, villages, towns, counties, acequia commissions, universities, and land grants. Note: If the applicant currently has a CPRF grant, applicants must wait until that grant is substantially complete before applying for another grant.
ELIGIBLE PROPERTIES:	Cultural properties owned by a political subdivision of the state or state land. Cultural properties are defined as a building, structure, place, site or object having historic, archaeological, scientific, architectural or other cultural significance. Note that the property must either be listed in the National Register of Historic Places/State Register of Cultural Properties or be considered ELIGIBLE for listing in the NRHP./SRCP
ELIGIBLE PROJECTS:	Eligible projects include architectural survey, archaeological survey, National Register and State Register nominations, and restoration, preservation, stabilization, and protection of cultural property.
ELIGIBLE COSTS:	Eligible costs are those associated with the eligible project types.
TOTAL FUNDING:	The estimated total funding for this year’s Cultural Properties Restoration Fund is \$1,000,000.
GRANT AWARDS:	Grants will be issued in awards of \$5,000 to \$250,000.
MATCH:	No match is required. Projects that show match will be given additional points in the scoring criteria.
AWARD OF FUNDING:	Funding will be disbursed by lump sum at the start of the project.
AGREEMENT DOCUMENT:	Awardees will complete a Joint Powers Agreement (JPA) describing how the work will be completed and a Preservation Agreement. See Appendix B for an example of a JPA.
NOT ELIGIBLE:	Construction of new buildings; acquisition of buildings; catering; long-term maintenance work; cash reserves, endowments, revolving funds, or fundraising costs; work performed prior to award/ costs for work already completed; lobbying or advocacy; miscellaneous expenses, contingencies, reserves, overhead; relocation of cultural properties; reconstruction of cultural properties (recreating all or part of a structure that no longer exists).
IMPORTANT DATES:	Application due date: March 18, 2025, at 5:00 p.m. Grant Award notification: April 29, 2025 Anticipated start date: July 15, 2025 Anticipated completion date: two years from start date

C. AWARD INFORMATION

C1. Total Funding

Funding is from the State of New Mexico \$1,000,000

C2. Expected Award Amount

Maximum Award: \$250,000
Minimum Award: \$5,000

C3. Anticipated Award Funding and Dates

Anticipated Award Date: July 15, 2025

Approved projects will start once funding has been secured, a State of New Mexico purchase order has been established, a policy exemption is granted from the Department of Finance Administration to make advanced payments, a Joint Powers Agreement and a Preservation Agreement have been executed.

C4. Duration of grant

Grant period: Two years

C5. Type of funding

Funding will be awarded up front. Applicants receive funding at the beginning of the grant period subject to an approved scope of work as outlined in the executed Joint Powers Agreement.

C6. Type of Award

Funding Instrument Type: Grant

A legal instrument will be established between the State of New Mexico Department of Cultural Affairs and the awardee. The legal instrument shall consist of a Joint Powers Agreement resulting in the issuance of a State of New Mexico Purchase Order and a Payment Exemption from the Department of Finance Administration.

A Joint Powers Agreement and Payment Exemption is entered into to transfer funds from the awarding agency to the awardee. [See applicable statutes and regulations ONLINE](#) as well as examples of the Joint Powers Agreement and Preservation Agreement in Appendices B and C.

D. ELIGIBILITY INFORMATION

D1. Eligible Applicants

Agencies, Departments, and Political Subdivisions of the State of New Mexico.

A state agency is a department, agency, institution, or political subdivision of the state. A political subdivision of the state is a city, town, village, municipality, county, acequia commission, land grant commission, or university.

An applicant that currently has a CPRF grant is not eligible to apply until the grant is substantially completed.

D2. Eligible Properties

Eligible properties for the CPRF Grant Program are those properties that are either:

- Listed in the National Register of Historic Places (NRHP) or State Register of Cultural Properties (SRCP)
- OR**
- Eligible for listing in the NRHP or SRCP

CPRF-eligible properties are **listed properties or properties not listed but eligible for listing**. These include properties individually listed or a contributing resource within a listed or eligible historic district.

Applicants should be aware that listed properties may, because of changes, no longer meet State Register/National Register criteria for listing.

To confirm that your property is listed in the National Register of Historic Places or State Register of Cultural Properties, please visit the excel database on our website at <https://bit.ly/4euqHWW>. If your property is listed in the National Register a date will appear in that column and if your property is listed in the State Register a date will appear in that column.

For questions about the State / National Registers, please contact Steven Moffson at steven.moffson@dca.nm.gov before moving ahead with your application.

D3. Cost Sharing or Matching

Cost sharing or matching is not required. However, if a match is available—either cash or in-kind or a combination of both—the application will be given additional points in the scoring criteria. Points, from 0 to 5, may be allocated in the grant application scoring matrix to match funds are commensurate to the amount of funding requested.

D4. Other

1. If the project includes the preparation of a nomination for listing in the National Register of Historic Places and the property owner is different than the applicant, the applicant must include written consent from the owner.
2. If the project is to prepare a National Register nomination for a historic district and the owners are different than the applicant, the applicant must include support information from a majority of property owners. The Letter of Owner Consent/support documentation must be submitted with the application and signed no earlier than 60 days before the application is due.
3. Administrative costs may not exceed 25% of the total cost (including match).
4. Projects must comply with state and local preservation statutes, regulations, standards, and guidelines. [See Legislation for applicable statutes and rules.](#)

E. APPLICATION AND SUBMISSION INFORMATION

Application materials, including photographs, become the property of the State of New Mexico, Department of Cultural Affairs, Historic Preservation Division (HPD) and may be reproduced by HPD without permission—though appropriate credit will be given for such use. Additional materials not specifically requested by HPD, and materials sent separately by the Applicant will be discarded.

The Application Package contains several mandatory forms which must be submitted with your proposal to the Historic Preservation Division. [Grant application forms may be found on the HPD website.](#)

E1. Application Requirements

The Application shall include the following:

- Application Form 01 – Checklist
- Application Form 02 – Application Form
- Application Form 03 – Scope of Work/Damage, Deterioration & Threat
- Application Form 04 – Grant Management
- Application Form 05 – Preservation Standards
- Application Form 06 – Long-Term Preservation
- Application Form 07 – Cultural Property/Special Status
- Application Form 08 – Photographs
- Application Form 09 – Match
- Application Form 10 – Support Letters & Consent
- Application Form 11 – Budget
- Application Form 12 – Additional Information

Application materials **MUST** be combined into a single PDF and submitted to NM.SHPO@dca.nm.gov. Note that the PDF cannot exceed 20 MB in size.

E2. Project Types

Below are the categories of project types for the Cultural Properties Restoration Fund grant program.

ARCHAEOLOGICAL AND ARCHITECTURAL SURVEY

An archeological or architectural survey identifies the cultural properties and helps communities or property owners make more informed policy decisions related to the care and disposition of cultural properties.

RESTORATION

Restoration projects recover the general historic appearance of a cultural property or the form and details of an object or structure by removing incompatible natural or human-caused accretions and replacing missing elements as appropriate.

PRESERVATION

Preservation projects sustain the existing form, integrity, and material of a cultural property or the existing form and vegetative cover of a cultural property and may include protective maintenance or stabilization where necessary in the case of archaeological sites.

STABILIZATION

Stabilization projects reestablish structural stabilization or weather-resistant condition.

PROTECTION

Protection projects safeguard the physical condition or environment of cultural property from deterioration or damage caused by weather or other natural, animal, or human intrusions.

INTERPRETATIVE PLANNING

Interpretative planning includes the inventory, registration (listing in the National Register or State Register), mapping and/or analysis of cultural properties; and public educational programs related to historic preservation and designed to prevent the loss of a cultural property.

E3. Application Forms

Below are directions on how to complete each of the required application forms. Forms must be downloaded from the HPD website, web address here. There are twelve forms in total that must be included in your application.

[Be sure to review the SAMPLE APPLICATION available on the website as it may help in completing your application.](#)

1. Application Checklist

The checklist shall be completed to confirm that a **COMPLETE APPLICATION** is being submitted for consideration.

Directions:

- a. Complete the top portion of the form by filling in the Project Name and the Applicant Contact name/organization. Review the directions on the form.
- b. Check each box with an "X" to indicate that that form is included in the grant application.
- c. Insert the application submittal date which is the date you're sending the application to NM.SHPO@dca.nm.gov
- d. Delete the Directions box. Change any **RED** font to BLACK. Save as a PDF and combine with the other 11 forms.

2. Application Form

The application form is used to identify the applicant, contact information, the project location and ownership, brief grant project description, and funding amount requested.

Directions:

- a. Review the directions on the form in **RED**.
- b. Complete each field where **RED** text is located.
- c. Fill in general information, project name and location, and project type and description.
- d. Fill in the grant funding amount requested. Your project should be a minimum of \$5,000 to a maximum of \$250,000.
- e. Fill in grant oversight information and authorized representative and have authorized representative sign and date.
- f. Delete the directions box. Change any **RED** font to BLACK. Save the document as a PDF and combine with the other 11 forms.

3. Scope of Work / Damage, Deterioration & Threat / Professional Expertise Form

The purpose of this form is to describe as explicitly and succinctly as possible the proposed grant project, to provide information about the damage, deterioration and threat to the cultural property, and the professional expertise that will be used to complete the proposed grant project.

Directions:

- a. Review the directions in **RED**.
- b. At the top of the form, fill in the Project Name / Applicant.
- c. Review the questions and fill in the responses to each question/box. Adhere to the word limit.
- d. Provide as much detail as necessary while being as succinct as possible.
- e. Note that the Photographs Form 08 should be used to provide photographic support to explaining a project's Scope of Work/Damage, Deterioration & Threat and location of the cultural property where work will take place.
- f. Delete the direction box. Change any **RED** font to black. Save the document as a PDF and combine with the other 11 forms when complete.

4. Grant Management Form

This form is for the applicant to provide information about experience in managing grants and how this project will be managed, if awarded. Please include the grant manager name and email address and pertinent experience in managing grants.

Directions:

- a. Review Directions in **RED** on the form.
- b. Fill in the Project Name and Applicant name at the top of the Form.
- c. Fill in the responses to each of the questions, adhering to word limit. Provide as much detail as necessary while being as succinct as possible.
- d. Delete the direction box. Change any **RED** font to black. Save the document as a PDF and combine with the other 11 forms when complete.

5. Preservation Standards

This form is for the applicant to demonstrate their understanding of how preservation standards are applied to a grant project and to identify which standard(s) are applicable.

Directions:

- a. Review Directions in **RED** on the form.
- b. Fill in the Project Name and Applicant Name at the top of the form.

- c. Review the preservation standards by clicking on the links within the form. Two links are present – the first is to The Secretary of the Interior’s Standards for the Treatment of Historic Properties, which are the overall preservation standards. Most projects are rehabilitation projects, so The Secretary of the Interior’s Standards for Rehabilitation are used which is the second link and the ten Standards that are listed.
- d. Review the list of rehabilitation standards and select the Standard(s) that apply to your project.
- e. Delete the direction box. Change any RED font to black. Save the document as a PDF and combine with the other 11 forms when complete.

6. Long-Term Preservation Form

The Long-Term Preservation Form is utilized by the applicant to demonstrate how the cultural property will be maintained and cared for after the grant project ends.

Directions:

- a. Review Directions in RED on the form.
- b. Fill in the Project Name and Applicant Name at the top of the form.
- c. Answer the questions below.
- d. Have the Grant Manager sign and acknowledge that they will be signing a Preservation Agreement for a 10-year period after the grant project is finished.
- e. Delete the direction box. Change any RED font to black. Save the document as a PDF and combine with the other 11 forms when complete.

7. Cultural Property / Special Status Form

The Cultural Property / Special Status Form is an opportunity for the applicant to demonstrate the significance of the cultural property.

Directions:

- a. Review Directions in RED on the form.
- b. Fill in the Project Name and Applicant Name at the top of the form.
- c. Fill in the Property Location, Historic Name of Property, and Current Owner sections.
- d. In the Property Listing Status, check the appropriate box(es). If your property is not listed in the National Register of Historic Places or State Register and you do not have information from HPD that your property is eligible for listing, please contact Steven Moffson at steven.moffson@dca.nm.gov to make sure you qualify.
- e. If the property is eligible or listed, complete the remainder of the question: Use of Property and Cultural Property History.
- f. For Property Description, please describe the physical qualities of the property and the changes that have occurred over time. For example, the cultural property is two stories, constructed of steel frame and brick masonry, with a stucco finish. It was built in Classical Commercial style. The description of the property in the nomination for listing in the NRHP or SRCP can be a good resource but, do not copy the NRHP nomination description.
- g. Regarding Historical Background, please provide information about the cultural property’s history and significance. This could mean an association with an architect or builder, represent a pattern of building in the community, or be the site of historical activities.
- h. For Sources of Information be sure to include the sources where the historic information was found.

- i. Please do not include a copy of the National Register nomination or State Register of Cultural Properties registration form.
- j. Delete the direction box. Change any **RED** font to black. Save the document as a PDF and combine with the other 11 forms when complete.

8. Photographs Form

This form is for the applicant to provide visual documentation of the cultural property in its current condition. A keyed photograph plan allows for application reviewers to have a good understanding of the subject property and how the proposed project will affect the cultural property.

Directions:

- a. Review Directions in **RED** on the form.
- b. Use a floor plan or site plan of the cultural property and insert that into the word document first. The plan should be keyed as to where each of the photographs were taken.
- c. Take photographs of the following:
 - 1) The cultural property and its setting. Take photographs of the property and its existing setting is – meaning that, if the property is in an urban area that photographs include adjacent buildings/landscaping/site features.
 - 2) For buildings:
 - a. Each elevation of the building.
 - b. Exterior architectural details.
 - c. Interior public spaces.
 - d. Interior architectural details.
 - 3) For other cultural properties:
 - a. Photographic angles of the cultural property.
 - b. Details of significant characteristics.
- d. Note on the floor plan/site plan where each photograph included in this document was taken.
- e. Include historic photographs if using this information as a directive for the grant project.
- f. Delete the direction box. Change any **RED** font to black. Save the document as a PDF and combine with the other 11 forms when complete.

9. Match Form

The Match Form is utilized by the applicant to document the match provided for the grant project.

Note that match is not a requirement for your CPRF application. However, if match is provided it will be graded in relationship to the grant funding request and will score an additional 0-5 points based on the amount.

Directions:

- a. Review Directions in **RED** on the form.
- b. Identify if match will be provided and check the appropriate box under Grant Match – Availability.

- c. If using match, identify the amount of cash match and/or the amount of in-kind services by inputting a dollar amount. If using both cash and in-kind services total the amount and then insert the grant funding amount requested.
- d. Please have the grant manager sign and insert their title and date.
- e. Note that the amounts on the match form should be reflected on **BUDGET FORM, FORM 11/12**.
- f. Delete the direction box. Change any **RED** font to black. Save the document as a PDF and combine with the other 11 forms when complete.

10. Letters of Consent / Support

This form is used by the applicant to provide consent letters for those projects that include a nomination for listing in the State Register of Cultural Properties (SRCP) and/or National Register of Historic Places (NRHP). This form also allows the applicant to provide a list of the persons who provided a support letter (up to three letters maximum).

Note that support letters are not required and whether or not they're supplied does not influence scoring.

Directions:

- a. Review Directions in **RED** on the form.
- b. If project includes an NRHP nomination for an individual property, then that property owner must consent to the listing. If the project includes an NRHP nomination for a historic district, then a majority of property owners must consent to the listing.
- c. If support letters are included in the application, list the names/organizations that provided letters and include the letters after the form in the application.
- d. Delete the direction box. Change any **RED** font to black. Save the document as a PDF and combine with the other 11 forms when complete.

11. Project Budget Form

Applicants shall complete this form to illustrate how the requested funding will be spent and if a match is available.

Directions:

- a. Review the directions on the form in **RED**.
- b. The form can be used to delineate separate projects. This may enable grant evaluators to select a portion of the project for funding, if needed.
- c. Select a project coordinator and include their hourly rate under "Rate". Input the number of estimated hours that they will work on the project. The figure should automatically total under "total". Then, move amount to the HPD or Match column, whichever is applicable.
- d. All projects should add up to a project total at the bottom
- e. Delete the direction box. Change any **RED** font to black. Save the document as a PDF and combine with the other 11 forms when complete.

12. Additional Information Form

This form provides an opportunity for applicants to include contractor estimates, planning documents, architectural drawings, plans, studies, or other materials that are related to the grant project.

Directions:

- a. Review the directions on the form in **RED**.
- b. The form requests that the applicant list the items that will be included in the application.
- c. Do not include the nomination for listing in the National Register of Historic Places or State Register of Cultural Properties.
- d. Delete the direction box. Change any **RED** font to black. Save the document as a PDF and combine with the other 11 forms when complete. The additional items should be included in the PDF after this form.

E3. APPLY & SUBMIT

- Submit one PDF to NM.SHPO@dca.nm.gov.
 - Applications will not be accepted if application is submitted with multiple documents.
- Note that the document cannot exceed 20 MB in size.
- Applications are due by March 18, 2025, at 5:00 PM MT.

E4. INCOMPLETE APPLICATION(S)

Applications that do not contain a checklist and each required application form will not be considered.

Applications that are submitted as individual documents will not be considered. Combine each of the twelve forms plus the attachments into one PDF document.

Be sure to review this manual and application materials carefully before submitting your application.

F. APPLICATION REVIEW

F1. Who decides what projects get funded?

The State Historic Preservation Officer and the [Cultural Properties Review Committee](#).

F2. Scoring Matrix

Applications will be evaluated using the matrix below.

CATEGORY	ALLOWABLE POINTS	SCORE
Scope of Work / Professional Expertise	30	
Grant Management	20	
Preservation Standards	20	
Damage, Deterioration or Threat	10	
Long-Term Preservation	10	
Cultural Property / Special Status of Property	5	
Match	5	
TOTAL POINTS	100	

F3. Criteria for Reviewing and Awarding Grants

See NMAC 4.10.13.10 for the regulatory description of the criteria.

Scope of Work / Professional Expertise

The application should fully describe the proposed grant project. The **SCOPE OF WORK FORM, FORM 3/12**, requires applicants to provide information about grant management, the project’s scope of work, how the project meets preservation standards, and how the project will address long-term preservation. Photographs shall be included in the **PHOTOGRAPHS FORM, FORM 8/12**, Photographs which can document these conditions. Applicants should include information about the professional expertise of the contractor that is proposed for the project.

Grant Management/ Project Management

Applicants shall use the **GRANT MANAGEMENT FORM, FORM 4/12**, to provide information about their experience with grant management and how the proposed grant project will be managed. Applicants will be evaluated on their responses.

Preservation Standards

The applicant should show how they will meet local and state preservation standards. See Appendix A for The Secretary of the Interior's Standards for the Treatment of Historic Properties (Rehabilitation) – See Appendix A.

Long-Term Preservation

The application should demonstrate how the applicant will maintain and care for the cultural property after the project is completed. Applicants will be required to sign a 10-year preservation agreement.

Damage, Deterioration or Threat

The application should identify the demonstrated degree of physical damage or deterioration of the cultural property and if there are demonstrable threats to its stability. The applicant should provide a description of how the project will diminish the damage, deterioration or threat to the cultural property.

Cultural Property / Special Status of Property

Please provide thorough information about the cultural and historical significance of the cultural property. The form shall document whether the property is listed in, or eligible for listing in, the State Register of Cultural Properties (SRCP) and/or the National Register of Historic Places (NRHP). Note that the nomination for listing the property in the NRHP/SRCP should NOT be included in the grant application. The Cultural Property/Special Status form is designed for applicants to demonstrate their understanding of the cultural property's significance.

Matching Funds

Applicants shall indicate whether cash or in-kind services will be available as match for the project. Matching funds may be cash or in-kind. Applicants should document the proposed match on the **MATCH FORM, FORM 9/12**. Match is not required but match amounts will be weighed in comparison to the project funding request and allocated additional points in the scoring matrix. In-kind services are those services provided tendered by goods and services and not cash.

G. DEFINITIONS

Complete Application	An application that includes all application forms.
Cultural Properties Review Committee	Or “CPRC” is the gubernatorial-appointed committee responsible for reviewing applications to the Cultural Properties Restoration Fund grant program as well as approving nominations for listing in the State Register of Cultural Properties and recommending to the Keeper of the National Register nominations for listing in the National Register of Historic places.
Cultural Property	A cultural property is defined as “structure, place, site or object having historic, archaeological, scientific, architectural, or other cultural significance.” For the purposes of this grant, a cultural property is one that is listed in, or eligible for listing in, the National Register of Historic Places or State Register of Cultural Properties.
Eligible Applicant	A political subdivision or agency of the State of New Mexico. This includes cities, municipalities, counties, state agencies, state departments, acequia commissions, universities, land grant associations.
Eligible Property	Properties that are eligible for the Cultural Properties Restoration Fund grant program are listed in or eligible for listing in the State Register of Cultural Properties (SRCP) and/or the National Register of Historic Places (NRHP) either as an individual property or a contributing property within a historic district. Properties must also be on state land.
Match	Cash or in-kind services that an applicant includes in the overall project cost.
Match – Cash	Project assistance from the applicant that is tendered in cash.
Match – In Kind	Project assistance that is tendered in goods and services but, not cash.
National Register of Historic Places	The nation’s list of properties worthy of preservation; the State Register may be referenced as “National Register” or “NRHP”.
Political Subdivision	Political subdivisions ordinarily include counties, cities, townships, villages, schools, sanitation, utility, irrigation, drainage and flood-control districts, and similar governmental entities.
Preservation	The act or process of applying measures necessary to sustain the existing form, integrity, and materials of a cultural property.
Protection	Means safeguarding the physical condition or environment of the cultural property from deterioration or damage caused by weather or other natural, animal, or human intrusions.
Rehabilitation	The act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.
Restoration	The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.
The Secretary of the Interior’s Standards for the Treatment of Historic Properties (SOI Standards)	The SOI Standards are used nation-wide as a guideline for the treatment of historic properties. See: https://bit.ly/49KIDeO and Appendix A of the manual for the SOI Standards for Rehabilitation.
State Agency	A state agency means a department, agency, institution or political subdivision of the state.
State Land	State land means property owned, controlled or operated by a state agency.
State Register of Cultural Properties	The register of cultural properties significant to the State of New Mexico; the State Register may be referenced as “State Register” or “SRCP”.

APPENDIX A: The Secretary of the Interior's Standards for Rehabilitation

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES [MAY BE FOUND ONLINE](#).

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION ARE AS FOLLOWS:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the cultural property and its environment would be unimpaired.

APPENDIX B: Joint Powers Agreement, Example

EXAMPLE JOINT POWERS AGREEMENT

Contract No. _____
Vendor No. _____
Project No. _____
Control No. _____

JOINT POWERS AGREEMENT
BETWEEN THE DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION
AND THE

THIS AGREEMENT is made and entered into on _____, 2024, pursuant to the Joint Powers Act, Section 11-01-01 et seq., NMSA 1978, and is between the Department of Cultural Affairs, Historic Preservation Division, hereinafter referred to as “HPD,” and the _____ hereinafter referred to as the “Agency.”

WITNESSETH:

WHEREAS, HPD is a public agency as defined in Section 11-1-2 NMSA 1978 and the AGENCY is a political subdivision of the State of New Mexico as defined in 11-6-3(E) NMSA 1978; and

WHEREAS, on May 18, 2023, Governor Michelle Lujan Grisham signed Senate Bill 9, the “Land of Enchantment Legacy Fund” which established dedicated recurring funding for conservation and preservation efforts. The legislation was a bipartisan effort sponsored by Senators Peter Wirth and Steven Neville, and Representative Nathan Small in the 2023 Legislative Session and supports state agencies requiring matching funds for federal conservation grants as well as historic preservation projects; and

WHEREAS, the Department of Cultural Affairs (hereinafter “DCA”) is one of eight State Departments receiving funding from the Legacy Fund; and

WHEREAS, funding is administered through the Department of Cultural Affairs (hereinafter “DCA”), Historic Preservation Division, via the Cultural Properties Protection Act 18-6A-1 – 18-6A-6 NMSA 1978; and the Cultural Properties Restoration Fund, (hereinafter “CPRF”), NMAC 4.10.13; and

WHEREAS, one million in funding will be distributed to the CPRF in 2024; and

WHEREAS, the State Historic Preservation Officer and the Cultural Properties Review Committee (hereinafter “CPRC”) are authorized to review and select grant applications to the CPRF; and

WHEREAS, the Historic Preservation and the Agency desire to enter into a Joint Powers agreement to exercise their common power to administer grant funds to political subdivisions of the State of New Mexico and state agencies/departments to complete a historic preservation project as outlined in this Agreement; and

NOW THEREFORE, the parties agree as follows:

1. **Purpose.** HPD and the AGENCY shall enter into a Joint Powers Agreement (hereinafter “Agreement”) to expend grant funds to complete a historic preservation project (hereinafter “Project”).
2. **Scope of Work.** The Project’s Scope of Work (hereinafter “SOW”) shall include the following stipulations.

- (A) HPD Shall:
 - 1) Administer the Project in partnership with the Agency.
 - 2) Establish this Agreement and work with Agency to develop a Scope of Work outlined in this Agreement.
 - 3) Review AGENCY progress on the PROJECT.
 - 4) Ensure that Agency is paid for the Project before starting and that the project was completed per this Agreement.
- (B) The AGENCY shall:
 - 1) List task from Scope of Work
 - 2) List task from Scope of Work
 - 3) List task from Scope of Work
 - 4) List task from Scope of Work
- (C) HPD Shall:
 - 1) Review Agency's completion of the SOW and determine if work meets the SOW outlined herein.
 - 2) Confirm with Agency that work has been completed per the Agreement.
 - 3) Seek partial or full repayment from Agency if work has not been completed per this Agreement.

- 3. **Unexpended Funds.** Any unexpended or unencumbered amounts in the **FY20XX** CPRF shall revert to HPD.
- 4. **Administering Agency.** DCA is designated as the administering agency of this agreement via the Historic Preservation Division (HPD).
- 5. **Disbursements.** All disbursements for permissible and approved costs incurred under this Agreement shall be made by HPD and shall provide for strict accountability of all receipts and disbursements. Disbursements will be made on a lump sum basis and an accurate accounting of expenditures and records will be required by the Agency.
- 6. **Term.** This Agreement shall not become effective until approved by the Department of Finance and Administration and a State of New Mexico Purchase Order (hereafter "PO") issued.

The term of this Agreement is from the date of the issuance of the PO until DATE, 20XX . The term for this Agreement shall not exceed two years.
- 7. **Termination of Default.** If Agency fails to perform in the manner called for in this Agreement, DCA and/or HPD may terminate this Agreement for default.
- 8. **Assignment.** The Agency shall not assign interest in this Agreement or assign any other provision of this Agreement without written approval of HPD.
- 9. **Subcontracts.** Agency shall not assign any portion of its scope of work described under this

Agreement or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of HPD.

In the event HPD, with a request by the Agency to subcontract, such subcontract shall conform to applicable requirements of the Procurement Code and the Agency shall be responsible for any and all payments to the subcontractor.

Agency shall not assign any portion of the funding it receives or subcontract to private parties for Projects on privately owned properties.

10. **Records and Audits.** HPD shall permit the authorized representatives of DCA, Department of Finance and Administration, or the State Auditor to inspect and audit all data and records of DCA relating to its performance under this Agreement until the expiration of three (3) years after final payment under this Agreement.

The period of access and examination described above, for records which relate to (1) litigation of the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been eliminated.

11. **Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the New Mexico State Legislature or in the case of federal funds by the Congress of the United States, this Agreement shall terminate upon written notice by DCA to HPD. The decision as to whether sufficient appropriations are available shall be accepted by HPD and shall be final.

12. **Release.** The Agency, upon final payment of amounts due under this Agreement, releases HPD, its officer and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. **Confidentiality.** Both parties agree to comply with the confidentiality provisions of Section 304 of the National Historic Preservation Act, as amended, and Section 18-6-11.1 NMSA 1978 of the Cultural Properties Act in performing this Agreement.

14. **Product of Services; Copyright.** All materials developed or acquired by the Agency in performing its work under this Agreement which rightfully belongs to the Agency shall remain the property of the State of New Mexico and be delivered to HPD no later than the termination date of this Agreement. Nothing produced in whole or in part by the Agency using materials or information submitted by or obtained from the Agency in performing work under this Agreement shall be the subject of an application for copyright by or on behalf of HPD without the prior approval in writing from HPD. However, it is understood that HPD has previously secured the copyright to some of the materials that will be utilized by the Agency in performing the scope of work under this Agreement.

15. **Amendment.** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. The parties may mutually agree to extend the term of this Agreement for limited periods of time not to exceed the maximum two-year grant period.

16. **Scope of Agreement.** This Agreement incorporates all the agreements, preservation agreements and understandings between HPD and the Agency concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be

valid or enforceable unless embodied in this Agreement.

17. **Applicable Law.** This Agreement shall be governed by the laws of the State of New Mexico.
18. **Equal Opportunity Compliance.** The Agency agrees 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 Agency agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Agency is found to not be in compliance with these requirements during the term of the Agreement, the Agency agrees to take appropriate steps to correct these deficiencies.
19. **Civil Rights Laws and Regulations Compliance.** The Department and HPD shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The Agency and HPD further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, the Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (43 CFR 60). Accordingly, 49 CFR 21 is applicable to this Agreement and incorporated herein by reference.
20. **New Mexico Tort Claims Act.** Neither party shall be responsible for liability incurred as a result of the other party's act 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 Section 41-4-1, et seq., as amended thereto. This paragraph is intended only to define the liabilities as governed by common law or the New Mexico Tort Claims Act. HPD and its "public employees" as defined in the New Mexico Tort Claims Act and the Agency and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.
21. **Preservation Agreement.** Both parties of this Agreement shall complete a Preservation Agreement, attached as Appendix A, which stipulates the preservation and protection of the cultural property for ten years (10 years).

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF NEW MEXICO
HISTORIC PRESERVATION DIVISION

AGENCY
AGENCY

MICHELLE ENSEY
STATE HISTORIC PRESERVATION OFFICER

NAME
TITLE

DATE

DATE

DEPARTMENT OF CULTURAL AFFAIRS

DEBRA GARCIA Y GRIEGO
SECRETARY

DATE

Approved as to form and legal sufficiency on this ____ day of ____, 2024, by the Department of Cultural Affairs, General Counsel.

By: _____
General Counsel

Approved as to form and legal sufficiency on this ____ day of ____, 2024, by the Office of the Attorney General.

By: _____
Assistant Attorney General

This Agreement has been approved by:
DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____ Date _____
Assistant Attorney General

APPENDIX C: Sample Preservation Agreement

DRAFT EXAMPLE

PRESERVATION AGREEMENT – CULTURAL PROPERTIES RESTORATION FUND PROJECT

This preservation agreement is made this NUMBER day of 20XX between Name, as GRANTOR of a preservation agreement (hereafter referred to as the “Grantor”), and the State of New Mexico Historic Preservation Division of the Department of Cultural Affairs/Covenant Holder, as GRANTEE of the preservation agreement (hereafter referred to as The “Grantee”).

This preservation agreement is entered under the Cultural Properties Act, NMSA 1978, Section 18-6-1 – 18-6-17 and is for the purpose of supporting the rehabilitation of NAME OF CULTURAL PROPERTY, a site that is important culturally, historically, architecturally and/or archeologically.

1. **The Subject Property.** This agreement creates a preservation agreement in real estate legally described as NAME ADDRESS OF PROPERTY (hereafter referred to as the “Property”).
2. **Grant of Preservation Agreement.** In consideration of the sum of \$GRANT AMOUNT received in a lump sum from the State of New Mexico, Department of Cultural Affairs, Historic Preservation Division (“HPD”), the Grantor hereby grants to the Grantee a preservation agreement in the Property for the purpose of assuring preservation of the Property.
3. **Agreement Required for Federal Grant.** This preservation agreement is granted as a condition of the eligibility of the Grantor for the financial assistance from the State of New Mexico appropriated from the New Mexico Legislation.
4. **Conditions of Preservation Agreement:**
 - a. *Duration.* This preservation agreement is granted for a period of ten (10) years commencing on the date when it is filed with the County Clerk.
 - b. *Documentation of condition of the Property at time of grant of this agreement.* To make certain the full extent of Grantor’s obligations as to the preservation and maintenance of the Property, the Grantor must document the property in its current condition. Documentation includes both the interior and exterior and cultural property’s site.

Documentation shall include:

- i. Photographs – Grantor shall photograph the subject Property in its current condition and include a keyed map indicating locations of photographs. Photographs should portray the subject Property in its entirety – both exterior and interior. Character-defining materials and spaces should be documented.

Historic Photographs – Grantor may opt to include historic photographs of the subject Property if these provide documentation of the site in current condition.

Drawings – Grantors shall provide drawings of building floor plans, elevations, and archaeological sites if available.

A list of character-defining materials, features and spaces, including archeological features (if known) are incorporated as “Exhibit A” at the end of this agreement.

The Grantor shall submit documentation as “Exhibit A.”

- c. *Activities that may affect cultural property/cultural properties:*

- i. The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect spaces and features identified in "Exhibit A" without consultation with the Grantee to determine effects.

Grantee will review proposals from the Grantor to ensure that proposed work will meet The Secretary of the Interior's Standards for the Treatment of Historic Properties (hereinafter "SOI Standards").

Activities include the proposed rehabilitation of the interior and the exterior of the Property, changes to architectural details, form, fenestration, and changes to the height of the property or structural soundness.

- ii. The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Property identified in "Exhibit A" without review of the proposed work by the Grantee affirming that the proposed project complies with the SOI Standards.
- d. *Property Maintenance.* The Grantor agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property, including the other structures or features of the site, according to the Standards so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the property eligible for listing in the State Register of Cultural Properties and/or the National Register of Historic Places.
 - e. *Maintenance of recovered materials.* The Grantor agrees to ensure that any data and unanticipated archaeological materials (i.e., metal, wood, lithic, ceramic, bone, or darkly stained sediment) are identified during construction, all construction activity should cease and the Historic Preservation Division office should be notified for further consultation. The Grantor shall meet the requirements of the Native American Graves Protection and Repatriation Act, 36 CFR 79, and 43 CFR 10 (if project also is in receipt of federal funding.)
 - f. *Right to inspect.* The Grantor agrees that the Grantee, its employees, agents, and designees shall have the right to inspect the Property at reasonable times, with twenty-four hours (24) written notice, in order to ascertain whether the conditions of this agreement are being observed.
 - g. *Anti-discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the State Historic Preservation Office.
 - h. *Agreement shall run with the land; conditions on conveyance.* This preservation agreement shall run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this agreement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the Property or any part thereof.
 - i. *Casualty Damage or Destruction.* In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed.

No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within thirty (30) days of

receiving the request from the Grantor.

If after reviewing the condition of the property, the Grantee determines that the features, materials, appearance, workmanship, and environment which made the property a Cultural Property are in question, the Grantee will notify Grantor in writing of the loss.

The Grantee will evaluate the findings and notify the Grantor in writing of any decision made about the Property and will then notify the Grantor that the agreement is null and void. If the damage or destruction is deliberately caused by gross negligence of the Grantor, then the Grantee will initiate legal action to recover the grant funds applied to the Property which will then be returned to the New Mexico Legislature.

- j. *Enforcement.* The Grantee shall have the right to prevent and correct violations of the terms of this agreement. If the Grantee, upon inspection of the property, finds what appears to be a violation, it may exercise its discretions to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical, and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including but not limited to, legal action.

If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to top the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore to the Property to a condition that would be consistent with preservation purposes of the grant from the NPS. In any case where a court finds that a violation has occurred, the court may require the Grantor to reimburse the Grantee and the State Attorney General for all the State’s expenses incurred in stopping, preventing, and correcting the violation, including but not limited to reasonable attorney’s fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

- k. *Amendments.* The parties may by mutual written agreement jointly amend this agreement, provided the amendment shall be consistent with preservation purpose of this agreement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this agreement, refers expressly to this agreement, and is filed with the COUNTY CLERK.

- L. *Effective date: severability.* This preservation agreement shall become effective when the Grantor files it in the Office of the County Clerk of COUNTY NAME, State of New Mexico, with a copy of the recorded instrument provided to the Grantee for its preservation agreement file. If any part of this preservation agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the preservation agreement does not contain the particular part held to be valid.

GRANTOR: _____
 By: NAME OF ORG, NAME OF PERSON
 Name and Title

_____: On this _____ day of _____ 20XX, before me the undersigned, a Notary Public for said State, personally appeared _____, to me personally known, who stated the they are _____, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its City Council/State Agency, and that such officer, they

acknowledged that they executed the foregoing instrument as their voluntary act and the voluntary act of the corporation.

NOTARY PUBLIC

GRANTEE: Historic Preservation Division, Office of Cultural Affairs, State of New Mexico

By: _____
MICHELLE ENSEY, State Historic Preservation Officer / Director

_____ : On this _____ day of _____ 20XX, before me, a Notary Public for said State, personally appeared Michelle Ensey, who stated that they are duly appointed and actively serving as the Director of the State Historic Preservation Office, and that they executed the foregoing preservation agreement as their voluntary act and as the voluntary act of the State of New Mexico Office of Cultural Affairs.

NOTARY PUBLIC

CULTURAL PROPERTIES RESTORATION FUND GRANT PROGRAM
EXHIBIT "A" TO PRESERVATION AGREEMENT

DIRECTIONS

- a. This exhibit, EXHIBIT A, must be submitted at the time of drafting the Joint Powers Agreement and Preservation Agreement.
- b. This form is used to provide photographs of the cultural property - note that the photographs submitted as part of FORM 08 Photographs in your CPRF Application may be reused here.
- c. Fill in the Cultural Property Name, below; as well is the location of the cultural property.
- d. Take photographs of the following:
 - 1) The cultural property and its setting. Take photographs of the property and its existing setting is – meaning that, if the property is in an urban area that photographs include adjacent buildings/landscaping/site features.
 - 2) For buildings:
 - a. Each elevation of the building.
 - b. Exterior architectural details.
 - c. Interior public spaces.
 - d. Interior architectural details.
 - 3) For other cultural properties:
 - a. Photographic angles of the cultural property.
 - b. Details of significant characteristics.
- e. Include historic photographs if using this information as a directive for the grant project.
- f. Delete Directions and change any RED font to BLACK.

To remain eligible for listing on the National /State Registers, a property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of Type Cultural Property Name Here photographic documentation is attached.

The cultural property is located: Type Cultural Property address/location here.

A State of New Mexico Purchase Order will not made be available until the Historic Preservation Division is in receipt of this signed Preservation Agreement and sufficient documentation for Exhibit A. A purchase order is required to start working on the grant project.