

# CULTURAL PROPERTIES RESTORATION FUND GRANT PROGRAM MANUAL



*Photographs, CPRF 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*

**JUNE 2026**

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## **A. PROGRAM DESCRIPTION - 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) is fortunate to be one of eight participating departments to receive funding. Funding at the New Mexico Historic Preservation Division (HPD) will be administered 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 funds for 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 surveys, 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 an Intergovernmental Services 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 – Quick View

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

<b>CULTURAL PROPERTIES RESTORATION FUND GRANT PROGRAM – QUICK VIEW</b>	
<b>PROGRAM PURPOSE:</b>	The purpose of this grant program is to assist in funding historic preservation related projects.
<b>ELIGIBLE APPLICANTS:</b>	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 associations, universities, and land grants. Note: If the applicant currently has a CPRF grant, please check with HPD to determine if the applicant is eligible for another grant.
<b>ELIGIBLE PROPERTIES:</b>	Cultural properties owned by a political subdivision of the state or state land.  Cultural properties include buildings, structures, places, sites or objects 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 per HPD.
<b>ELIGIBLE PROJECTS:</b>	Eligible projects include architectural surveys, archaeological survey, National Register and State Register nominations, and the restoration, preservation, stabilization, and protection of cultural property.
<b>ELIGIBLE COSTS:</b>	Eligible costs are those associated with the eligible project types.
<b>MATCH:</b>	No match is required. Projects that show match will be given additional points in the scoring criteria.
<b>AWARD OF FUNDING:</b>	Funding will be disbursed by lump sum at the start of the project.
<b>AGREEMENT DOCUMENT:</b>	Awardees will complete an Intergovernmental Services Agreement (ISA) describing how the work will be completed. A Preservation Agreement (PA) is also required. See Appendix B for an example of an ISA and Appendix C for an example of a PA.
<b>NOT ELIGIBLE:</b>	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).

## C. ELIGIBILITY INFORMATION

### C1. 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.

Please check with HPD to determine if an applicant that currently has a CPRF grant is eligible for another grant. An applicant may not be eligible to apply until the grant is substantially complete.

### C2. 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](#). 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](mailto:steven.moffson@dca.nm.gov) before moving ahead with your application.

### C3. 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.

**C4. Other**

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.

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.

Administrative costs may not exceed 25% of the total cost (including match).

Projects must comply with state and local preservation statutes, regulations, standards, and guidelines. [See Legislation for applicable statutes and rules.](#)

## D. 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. [Fillable PDF Grant application forms may be found on the HPD website.](#)

### D1. 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 via the [NMCRIS Public Portal](#).

### D2. 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.

### **D3. Application Forms**

Below are directions on how to complete each of the required application forms. Forms must be downloaded from the HPD website, [www.nmhistoricpreservation.org](http://www.nmhistoricpreservation.org). 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. Fill in the Project Name by typing in the box adjacent to "PROJECT NAME:"
- b. Fill in the Applicant name by typing in the box adjacent to "APPLICANT:"
- c. Check the boxes by clicking on the space next to the names of each of the CPRF grant application forms to note that they are included in the application. A checkmark should appear.
- d. Insert the date that the application is submitted by typing the date next to: "Application Submitted on (Date):"
- e. Insert the name of the person that is completing the application next to, "By:"
- f. Save the checklist as a PDF document.

#### **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. Fill in the Project Name by typing in the box next to “Project Name:”
- b. Fill in the Applicant Name by typing in the box next to “Applicant:”
- c. Fill in the Property Owner by typing in the box next to “Property Owner:”
- d. Fill in the Property Address by typing in the box next to “Property Address:”
- e. Fill in the County name by typing the name into the box next to “County:”
- f. Under the Project Information section check the box adjacent to the correct project type. A checkmark should appear in the box that is checked.
- g. Please describe the project in 75 words or less by typing in the box below “Briefly describe the project. Please limit the description to 75 words.”
- h. Under Grant Request Information, fill in the requested grant amount in the box next to “Grant Amount Requested:”
- i. Fill in the project contact name in the box adjacent to “Project Contact” and the contact’s title next to “Title:”
- j. Fill in the project contact organization in the box next to “Organization Name:”
- k. Fill in the address of the organization in the box next to “Address:” and the phone number in the box next to “Phone:” and the email address in the box next to “Email:”
- l. Digitally sign the application by clicking on the red arrow and following the directions to complete a digital signature.
- m. Save the document as PDF.

**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. Fill in the project name in the box next to “PROJECT NAME” and the applicant name in the box next to “APPLICANT:”
- b. Describe the property using 250 words or less by filling in the box under “Describe the current condition of the property, how the property has sustained damage or deterioration, or active threats t the property that will be addressed by the project.”
- c. Under Scope of Work, please provide information about the work proposed by using 200 words or less and filling in the box underneath “What work will be completed as part of the grant project?”
- d. Continue to define the proposed work by describing the proposed changes to the site. Fill in the box under “What elements of the cultural property will be affected through the proposed project? (200-word limit). Be sure to include photographs in Section 8 to illustrate the areas of the cultural property that are affected.”
- e. Describe what drawings are available by filling in the box below “What drawings are available that illustrate the proposed project? (200-word limit). If plans/drawings are available include them in Section 12, additional information.”
- f. Describe the proposed project cost by filling in the box below “Describe the estimated cost of the proposed project. Include an estimate in Section 12 and incorporate it in Section 11, Budget”

- g. Let us know if the project will require in-kind assistance by filling in the box below “Will the project require in-kind assistance?”
- h. Under Professional Expertise please provide information about the proposed contractor or consultant and fill in the box under “What professional expertise/contracts are available to complete the project’ scope of work? (200 words). Provide information about who is going to be doing the work.”
- i. Lastly, provide information about the contractors’ experience and fill in the box using 200 words or less “What experience do the contractors have in completing historic preservation work?”
- j. Save form as a PDF document.

#### **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’s name and email address and pertinent experience in managing grants.

Directions:

- a. Fill in the project name and applicant in the boxes adjacent to “PROJECT NAME:” and “APPLICANT:”
- b. Identify the project grant manager and fill in their name adjacent to “Name:” and their email address next to “Email:”
- c. In 200 words or less provide information about grant management experience and fill in the box below “What experience does the applicant organization have in grant management?”
- d. Identify if the applicant has had previous grant experience with HPD by filling in the box with 200 words or less below “Has the applicant worked with the Historic Preservation Division (HPD) before on a grant project? Describe any previous grant experience that the organization has had with HPD.”
- e. Provide additional information about the organization’s grant experience by filling in the box below “Has the organization ever defaulted on or not completed a grant project? If yes, please describe. Describe any previous experience the organization has related to not completing a grant.”
- f. Provide additional experience related to grant management by responding in the box under “Describe any other pertinent experience related to grant management here”
- g. Finally, describe how the organization will manage the grant by filling in the box under “Describe how this grant project will be managed (200 words or less)”
- h. Save the document as a PDF.

#### **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. The Secretary of the Interior’s Standards for Rehabilitation may be found [online](#) and in Appendix A., at this website:

Directions:

- a. Review the SOI Standards at the above link. Identify which of the SOI Standards is applicable for the proposed grant project.

- b. Fill in the Project Name and Applicant Name in the boxes adjacent to “PROJECT NAME” and “APPLICANT”
- c. Select the applicable SOI Standards by clicking on the box to the left of the Standard numbers 1-10. Clicking on the box will place a checkmark in the box.
- d. Use the box at the bottom of the form to “Describe how the project complies with the SOI Standards. Be sure to select the appropriate standards number(s) above and describe how the project will comply with the standards (200 words).”
- e. Save the form as a PDF.

#### **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. Fill in the Project Name and Applicant Name in the boxes adjacent to “PROJECT NAME” and “APPLICANT”
- b. Using the box below fill in your response to “How will the organization maintain and care for the cultural property after project work is completed? Describe how the organization will maintain and care for the cultural property after the completion of the grant and describe ongoing maintenance plan.”
- c. Click on the box adjacent to “By checking this box, the applicant acknowledges that a 10-year preservation agreement will be established and must be filed with the county clerk.”
- d. Save the PDF document.

#### **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. Please do not copy the National Register or State Register nomination form information nor include it with the application. The description of the property, the property’s history should be in the applicant’s own words.

Directions:

- a. Fill in the Project Name and Applicant Name in the boxes adjacent to “PROJECT NAME” and “APPLICANT”
- b. Fill in the property location address next to, “Address:” and “City:” and “County:”
- c. Adjacent to “Historic Name of Property (If applicable): fill in the historic name of the property.
- d. Under current owner information fill in the name next to “Name:”; the address next to, “Address:”; the city next to “City:”; the county next to “County:”; and the state, next to “State:”
- e. Fill in the telephone number next to “Telephone:” and the email address next to “Email:”
- f. Under Property Listing Status, applicants must identify if a property is listed in a register program. For each of the following fill in Yes or No in the box adjacent to the statement – “Is this property listed in the State Register of Cultural Properties?” Fill in yes or no; “Is this property a locally designated landmark or in a locally listed historic district?” fill in yes/no; “Is this property eligible for listing in the National Register of Historic Places?” fill in yes/no; “Is this property listed in

the National Register of Historic Places?” fill in yes/no; “Is this property a National Historic Landmark” fill in yes/no.

- g. Under Use of property, fill in the current and historic uses of the property adjacent to “Current:” and “Historic:”
- h. Under Building History, fill in the date the building was built next to “Built Date:” and “Architect/Builder (f known):”
- i. Under Property Description, applicants should describe the property in 350 words or less by answering “The description should identify the cultural property, the architectural style, if applicable, patterns of development, building materials, site characteristics, and change that have occurred over time.”
- j. Under Historical Background, the applicant should describe the historical background in 300 words or less of the property by “Describe the historical background of the property, detailing significant facts associated with the property and the property’s historical development.”
- k. Under Sources of Information, the applicant should identify the sources of the information that has been provided and fill in the box below “List the sources used to provide the above information”
- l. Please do not include a copy of the National Register nomination or State Register of Cultural Properties registration form.
- m. Save document as a PDF document.

## **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 application reviewers to have a good understanding of the subject property and how the proposed project will affect the cultural property. Be sure to review the sample application for a good example.

Directions:

- a. Fill in the Project Name and Applicant Name in the boxes adjacent to “PROJECT NAME” and “APPLICANT”
- b. Check the box next to “By checking this box, the applicant confirms that they have included all required photos as instructed above”; once the box is checked a checkmark should be visible.
- c. Follow the directions and create a document with a floor or site plan with photographs keyed to the plan. Photographs should include each elevation, exterior and interior features, interior common spaces and details. If the property is not a building include various angles of the cultural property.
- d. Add, at the end of the document, any historic photographs of the subject property.
- e. Save the document as a PDF.

## **9. Match Form**

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

Note that a match is not a requirement for your CPRF application but must still be noted on the form. 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. Fill in the Project Name and Applicant Name in the boxes adjacent to “PROJECT NAME” and “APPLICANT”
- b. Check one of the boxes adjacent to “We commit to matching the grant funding with cash and/or in-kind services” or “We are unable to match the grant funding at this time.”
- c. Fill in the next sections – “We (enter applicant name), pledge to commit (enter amount) in matching cash funds, and (enter amount) in matching in-kind goods and/or services for this grant project.”
- d. Be sure to add the project contact’s name at “Name:” and their title, at “Title:”
- e. Digitally sign the document by clicking on the red arrow.
- f. Save as a PDF document.

#### **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).

Support letters are not required and whether or not they’re supplied does not influence scoring.

Directions:

- a. Fill in the Project Name and Applicant Name in the boxes adjacent to “PROJECT NAME” and “APPLICANT”
- b. If the project includes the preparation of nomination for listing in State/National Registers, applicants must check the box adjacent to “This grant application includes a request for listing (insert name of property) in the State Register of Cultural Properties and National Register of Historic Places”
- c. Letters must be provided by the property owners who are consenting to list their property. Insert their names in the box below “Attached are letters from the following property owners consenting to the listing of their property in the State and National Registers”
- d. If letters of support are provided, please fill the names below “This grant application is supported with the attached letters from the following persons, organizations, and/or agencies”
- e. Save the document as a PDF.

#### **11. Project Budget Form**

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

Directions:

- a. Fill in the Project Name and Applicant Name in the boxes adjacent to “PROJECT NAME” and “APPLICANT”
- 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. Save the document as a PDF.

## **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. Fill in the Project Name and Applicant Name in the boxes adjacent to “PROJECT NAME” and “APPLICANT”
- b. This form allows for additional information to be included in the application. Applicants must list the documents in the box below “List the attachments to be included as additional information below”
- c. Save the document as a PDF.

### **FINAL STEP:**

Application materials **MUST** be combined into a single PDF and submitted to the [NMCRIS Public Portal](#).

## **D4. Incomplete Applications**

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.

## E. APPLICATION REVIEW

### E1. Who Decides What Projects Get Funded?

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

### E2. 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	

### E3. Criteria for Reviewing and Awarding Grants

See NMAC 4.10.13.10 for the regulatory description of the criteria.

#### Scope of Work / Professional Expertise (30 pts)

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. Include photographs in the **PHOTOGRAPHS FORM, FORM 8/12**, that can document these conditions. Applicants should include information about the professional expertise of the contractor proposed for the project.

Grant Management/ Project Management (20 pts)

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 (20 pts)

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)

Long-Term Preservation (10 pts)

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 (10 pts)

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 (5pts)

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 (5 pts)

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.

## F. DEFINITIONS

Complete Application	An application that includes all application forms.
Cultural Properties Review Committee (CPRC)	The 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 a “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, acequia associations, 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 nationwide as a guideline for the treatment of historic properties. See Appendix A 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

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### THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

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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: Intergovernmental Services Agreement, Example

### EXAMPLE INTERGOVERNMENTAL SERVICES AGREEMENT

Contract No. \_\_\_\_\_  
Vendor No. \_\_\_\_\_  
Project No. \_\_\_\_\_  
Control No. \_\_\_\_\_

INTERGOVERNMENTAL SERVICES AGREEMENT  
BETWEEN THE NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS  
HISTORIC PRESERVATION DIVISION  
AND THE  
**STATE AGENCY**

The New Mexico Department of Cultural Affairs, Historic Preservation Division, a public agency as defined in Section 11-1-2, NMSA 1978 (hereinafter “HPD”), the **STATE AGENCY** hereinafter referred to as the “Agency” hereby enter into this Agreement as of the date of the last signature affixed below.

**WHEREAS**, on March 23, 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 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 administered by the Department of Finance and Administration (“DFA”); and

**WHEREAS**, funding from the Legacy Fund is administered through the DCA, via the Cultural Properties Protection Act 18-6A-1 – 18-6A-6 NMSA 1978; and the Cultural Properties Restoration Fund rule NMAC 4.10.13 (hereinafter “CPRF”); and

**WHEREAS**, when the DCA awards a grant for the restoration, interpretation, preservation, stabilization or protection of a cultural property, the grant shall be administered under the terms of an agreement which will specify the nature of the work to be done, payment schedule, reporting requirements, long-term preservation and protection measures, and other requirements of the grant, consistent with NMAC 4.10.13.11; and

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

**WHEREAS**, the HPD and the Agency desire to enter into this Intergovernmental Services Agreement (ISA) consistent with NMAC 4.10.13.11 for the purpose of completing the Project as set forth herein:

**NOW THEREFORE**, the foregoing recitals being incorporated by reference into this agreement, the Parties agree as follows:

1. **Purpose.** HPD and the Agency shall enter into an Intergovernmental Services 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”), setting forth the specific details of the Project, including its purpose, scope, deliverables and timeline, is set forth in Exhibit A attached hereto. Execution of this Agreement constitutes HPD’ approval of the SOW attached hereto.

3. **Responsibilities.**

(A) HPD Shall:

- 1) Administer the Project in partnership with the AGENCY.
- 2) Establish this Agreement and work with AGENCY to develop the SOW outlined in this Agreement.
- 3) Ensure that AGENCY is paid for the Project before work starts.
- 4) Review AGENCY progress on the PROJECT.
- 5) Confirm that the AGENCY has completed the work consistent with this Agreement and according to the agreed SOW.
- 6) Seek partial or full repayment from the AGENCY if the Project is not completed according to the terms of 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

4. **Administering Agency.** DCA is designated as the administering agency of this agreement via the Historic Preservation Division (HPD).

5. **Unexpended Funds.** Any unexpended or unencumbered amounts shall revert to HPD.

6. **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.

7. **Term.** The term of this Agreement shall be from the date of final signature of this Agreement (the "Effective Date") and shall terminate upon completion of the Project, which shall be a date no later than three (3) years from the Effective Date.

8. **Termination.** This Agreement may be terminated by either party for any reason upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination. By such termination, neither party may nullify obligations or expenses already incurred by the other party prior to the date of termination. The provision is not exclusive and does not wive other legal rights and remedies afforded by either party in the event of a default/breach of duties under this agreement.

9. **Termination Upon Default.** If Agency fails to perform in the manner called for in this Agreement, DCA and/or HPD may terminate this Agreement for default.

10. **Assignment.** The Agency shall not assign interest in this Agreement or assign any other provision of this Agreement without written approval of HPD.

11. **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.

12. **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.

13. **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.

14. **Release.** Each party acknowledges that it will be responsible for claims or damage arising from personal injury or damage to persons or property to the extent those claims or damages result from the negligence of its employees. The liability of the institution shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

15. **Confidentiality.** Both parties agree to comply with the confidentiality provisions of Section 18-6-11.1 NMSA 1978 of the Cultural Properties Act in performing this Agreement.

16. **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.

17. **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 three-year grant period.

18. **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



The following signature block is required for Executive Branch agencies.

This intergovernmental agreement is exempt from DFA Contracts Review Bureau approval.

The records of the Taxation and Revenue Department reflect that the receipts hereunder are exempt from taxation>

ID-No.: 01-504447-005

Federal Tax ID: 85-6000-642

Taxation and Revenue Department

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Date

## 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 the State of New Mexico Historic Preservation Division (“HPD”) of the Department of Cultural Affairs and the STATE AGENCY (hereinafter referred to as the “Agency”).

This preservation agreement is entered under the Cultural Properties Protection Act, NMSA 1978, Section 18-6A-4 and 4.10.13 NMAC for the purpose of supporting the historic preservation project (“Project”) at NAME OF CULTURAL PROPERTY, (“Subject Property”) that is significant culturally, historically, architecturally and/or archaeologically.

1. **The Subject Property.** This preservation agreement defines preservation standards with respect to the Project as detailed in the Intergovernmental Services Agreement between HPD and the Agency.
2. **Agreement Required for Cultural Properties Restoration Fund Grant.** This preservation agreement is required by the HPD as a condition of the Agency to receive a grant from the Cultural Properties Restoration Fund for the purpose of assuring reasonable preservation of the Subject Property.
3. **Conditions of Preservation Agreement:**
  - a. *Duration.* This preservation agreement is granted for a period of ten (10) years commencing on completion of the Project as specified in the Intergovernmental Services Agreement.

*Documentation of condition of the Subject Property.* The STATE AGENCY must document the Subject Property in its current condition. The STATE AGENCY shall submit documentation as “Exhibit A.”

Documentation shall include:

- i. Photographs – STATE AGENCY shall photograph the Subject Property in its current condition and include a keyed map or site plan indicating locations of photographs. Photographs should portray the Property in its entirety – exterior and interior spaces if a historic building or structure, or a site overview and features if an archaeological site. Documents any character-defining materials, spaces, and features.
  - ii. Historic Photographs – STATE AGENCY may opt to include historic photographs of the Subject Property if these provide documentation of the site in current condition.
  - iii. Drawings – STATE AGENCY shall provide existing drawings of building floor plans, elevations, and archaeological site maps, if available.
  - iv. A list of character-defining materials, features and spaces, including archeological features (if known).
- b. *Restrictions on activities that may affect the Subject Property.* The STATE AGENCY agrees that no construction, alteration, remodeling, ground disturbing activities, or any other activity that may affect spaces and features identified in “Exhibit A” shall be undertaken or permitted to be undertaken on the Subject Property without consultation with the HPD.
    - i. Activities include the proposed rehabilitation of the interior and the exterior of the Subject Property, changes to architectural details, form, fenestration, changes to the height of the property or structural soundness, or ground disturbance if the Subject Property is an



made about the Subject Property and will then notify the STATE AGENCY that the agreement is null and void. If the damage or destruction is deliberately caused by gross negligence of the STATE AGENCY, then the HPD will initiate legal action to recover the grant funds.

- h. *Enforcement.* The HPD shall have the right to prevent and correct violations of the terms of this preservation agreement. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Subject Property, the HPD shall give the State Agency 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 the violation is imminent, the notice period may be shorter than 30 -days.
- i. *Amendments.* The parties may jointly amend this preservation agreement, provided the amendment shall be consistent with purpose of this agreement and shall not reduce its term of duration. Any such amendment shall be in writing.
- L. *Effective date: severability.* This preservation agreement shall become effective when the Project is completed. 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.

STATE  
AGENCY:

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: \_\_\_\_\_  
NAME, 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.

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NOTARY PUBLIC

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

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**DIRECTIONS**

- a. This exhibit, EXHIBIT A, must be submitted at the time of drafting the Intergovernmental Services 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. Overview of the cultural property.
    - b. Details of significant features or 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.