

Contract No. _____

Vendor No. _____

**COOPERATIVE AGREEMENT FOR
HISTORICAL MARKER INSTALLATION
AND MAINTENANCE**

This Agreement, made and entered into pursuant to the provisions of NMSA 1978, Section 67-3-28, as amended, this _____ day of _____ 2010, by and between the New Mexico Department of Transportation (NMDOT), acting by and through its Secretary, hereinafter called the "DEPARTMENT," and the City of Albuquerque (COA), acting by and through its Legal Authority, hereinafter called the "PUBLIC ENTITY".

RECITALS:

WHEREAS, the New Mexico Legislature funded the Women's Historic Marker Program in HB 622, 2006 Regular Session, Page 399, Subchapter 170, Severance Tax Bond Projects. The program was funded with \$330,000 to purchase and install historical markers for the New Mexico women's historical marker initiative throughout New Mexico.

WHEREAS, historical markers are normally placed on NMDOT right-of-way, the historic marker honoring *Founding Women of Albuquerque* will not be placed on NMDOT right-of-way in order to be placed at a location which is more appropriate to commemorate her life's achievements.

WHEREAS, it is the desire of the DEPARTMENT and the PUBLIC ENTITY to set forth their understandings and agreements pursuant to which the historic marker shall be installed and maintained as required.

WHEREAS, the proposed work will provide a benefit to the public.

NOW THEREFORE, the parties hereby agree as follows:

SECTION 1 – DEPARTMENT SHALL:

At its own expense, the DEPARTMENT shall install the historical marker, including the posts, sign frame, and sign faces in a landscape median located in the south parking lot of the Albuquerque Museum on 19th Street (see attached figure).

SECTION II -- PUBLIC ENTITY SHALL:

Allow the Department access for Department personnel and/or contractors to prepare the site and install the historical marker.

After the historical marker has been constructed, the Public Entity shall provide at its own expense and manpower, all maintenance such as, but not limited to, graffiti removal, sign face replacement, sign frame repairs and replacement, post maintenance and replacement, and all other repairs necessary to maintain the historic marker in its original condition for the benefit of the public.

Make future provisions in its budget each year for the cost of maintenance.

SECTION III: THIRD PARTY BENEFICIARIES:

It is not intended by any of the provisions of any part of this AGREEMENT to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the AGREEMENT to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this AGREEMENT.

SECTION IV: NEW MEXICO TORT-CLAIMS ACT:

As between the DEPARTMENT and PUBLIC ENTITY, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this AGREEMENT. Any liability incurred in connection with this AGREEMENT is subject to the immunities and limitations of New Mexico Tort Claims Act (Section 41-4-1, et seq. N.M.S.A. 1978) and any amendments thereto. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. By entering this AGREEMENT, the DEPARTMENT and the PUBLIC ENTITY, and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive any sovereign immunity, nor do they waive any limitation(s) of liability pursuant to law. No provision in this AGREEMENT modifies or waives any provision of the New Mexico Tort Claims Act.

SECTION V: SCOPE OF AGREEMENT:

This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No prior AGREEMENT or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this AGREEMENT.

SECTION VI: TERMS OF THIS AGREEMENT:

The terms of this AGREEMENT are lawful; performance of all duties and obligations herein shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION VII: EQUAL OPPORTUNITY COMPLIANCE:

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this AGREEMENT. If the parties are found to not be in compliance with these requirements during the term of this AGREEMENT, the parties agree to take appropriate steps to correct these deficiencies.

SECTION VIII: APPROPRIATIONS AND AUTHORIZATIONS:

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the AGREEMENT. If sufficient appropriations and authorizations are not made by the Legislature or the Congress of the United States if federal funds are involved, this AGREEMENT shall terminate upon written notice being given by the DEPARTMENT to the PUBLIC ENTITY. The DEPARTMENT is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the DEPARTMENT. The DEPARTMENT's decision as to whether its funds are sufficient for fulfillment of this AGREEMENT shall be final.

SECTION IX: SEVERABILITY:

In the event that any portion of this AGREEMENT is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this AGREEMENT shall remain in full force and effect.

SECTION X: AMENDMENT:

This AGREEMENT shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year hereinafter first written.

PUBLIC ENTITY

NEW MEXICO DEPARTMENT OF
TRANSPORTATION

By *[Signature]* 6/14/10 By: _____
Date Secretary Date

ATTEST: *[Signature]* 6/14/2010 RECOMMENDED BY:
Date

Traffic Services Engineer Date

From: Karren Sahler <k.sahler@comcast.net>
Subject: **Re: Revised Text for Founding Women Back #12**
Date: May 7, 2010 11:15:13 AM MDT
To: "P&M Signs, Inc." <general@pmsignsinc.com>



This is approved
On May 6, 2010, at 11:03 AM, P&M Signs, Inc. wrote:

Here you go Karren. This should be the last of the corrections.

--

Aimee Watts
P&M Signs Inc.
Phone: 505-847-2850
Fax: 505-847-0007
Email: general@pmsignsinc.com

<Founding Women #12 BACK.pdf>

From: Karren Sahler <k.sahler@comcast.net>
Subject: Re: New Texts Founding Women Front
Date: May 5, 2010 10:39:05 PM MDT
To: "P&M Signs, Inc." <general@pmsignsinc.com>



The front of the Founding Women marker is approved

On Apr 29, 2010, at 10:30 AM, P&M Signs, Inc. wrote:

Here are the new ones. I have one more being mocked up right now that Dee sent by itself. I may be missing something, but I am only coming up with a count of 43 markers which includes the marker from the previous order that we still need to install. Could you double check on your end to make sure we are not missing something? Thank you.

--

Aimee Watts
P&M Signs Inc.
Phone: 505-847-2850
Fax: 505-847-0007
Email: general@pmsignsinc.com

<Gracilea Olivarez #10.pdf><La Doctora Gonzales #11.pdf><Founding Women #12 FRONT.pdf><Founding Women #12 BACK.pdf>



BILL RICHARDSON
Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 FAX (505) 827-6338

February 6, 2008

Rhonda Lopez, Civil Engineer
New Mexico Department of Transportation
Traffic Tech Support
G.O. 201
1120 Cerrillos Road
Santa Fe, NM 87504

Re: New Mexico Official Scenic Historic Markers: Founding Women of Albuquerque

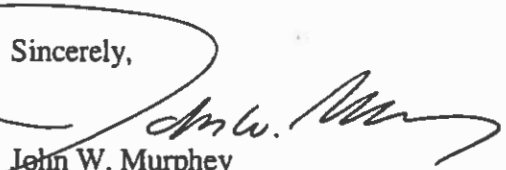
Dear Ms. Lopez:

Please find enclosed the final marker text for the above-referenced New Mexico Official Scenic Historic Marker.

The Cultural Properties Review Committee (CPRC) voted unanimously at their February 1, 2008 meeting to accept the revised text proposed by the CPRC marker subcommittee. La Villa de San Felipe de *Alburquerque* is intentionally spelled with the extra "r."

We thank you for your interest in preserving these unique statements of New Mexico's rich cultural heritage. Please contact me if you have any questions about these changes.

Sincerely,


John W. Murphey
State and National Register Coordinator

Enclosures: one (1)

✓ XC: Ms. Pat French, New Mexico Historic Women Marker Initiative

Official Scenic Historic Marker Program



CPRC meeting:

Name of Marker:

County:

Jaramillo

Review: Original Text/Replacement Marker
 Move of Existing Marker

Revised Text
 New Marker

NMDOT District:

NMDOT Highway:

Existing or Proposed Text:

Official documents indicate that in February 1706 as many as thirty-five families participated in the founding of Albuquerque but only the names of twenty-two families and a priest are preserved in the historical record. Within those families were twenty women who rightfully should be honored as the founding mothers of La Villa San Felipe de Alburquerque.

The fortitude and determination of these brave and courageous women manifested itself in their roles as wives, mothers, aunts, sisters-in-law, *madrinas* and grandmothers. Among them was doña Catalina Varela Jaramillo, who holds the distinction of being the original "first lady" of Alburquerque. Her mother-in-law, doña Bernardina de Salas y Trujillo is rightly recognized as the town's foremost founding mother through her progeny and her role as one of the first citizens of the town. Many of the

founders of Albuquerque were children, grandchildren or in-laws of doña Bernardina.

Ten of the women were wives of the soldier squad assigned to protect the new town. They included the first lady, doña Catalina Varela Jaramillo, María de la Encarnación, María Ribera, Juana Montoya de Hinojos, Antonia Gregoria Lucero de Godoy, María Gutiérrez, Gregoria Ruiz, Juana Hurtado and Jacinta Romero.

Among the founding mothers were two sets of sisters, Gregoria and Francisca Góngora and Clementa and María Ortega. The others were Isabel Cedillo Rico de Rojas, Leonor Luján Dominguez, María Montoya de Vera, Francisca Montoya, Petrona Varela, María Varela and Juana López del Castillo, a widow.

Their role in the history of the founding of La Villa de San Felipe de Albuquerque should be honored in recognition of their courage and determination in the face of insurmountable odds in a hostile frontier environment.¹

¹ Gloria M. Valencia y Valdez, José Antonio Esquibel, Robert D. Martínez, Francisco Sisneros, editors, *Aquí se Comienza – A Genealogical History of the Founding Families of La Villa de San Felipe de Albuquerque* (Albuquerque: New Mexico Genealogical Society 2007)

Bibliography – Founding Women of Albuquerque

Archives of the Archdiocese of Santa Fe, Albuquerque Burials, 1727-1854.

Candelaria, Nash. “Albuquerque’s African Roots,” *La Herencia*, (Fall 2001).

Chávez, Fray Angélico. *Origins of New Mexico Families in the Spanish Colonial Period*, (Albuquerque; The University of Albuquerque, 1973).

_____. *New Mexico Roots, Unlimited*.

Sisneros, Francisco. “Ana de Sandoval y Manzanares”, a draft article.

Valencia y Váldez, Gloria M., José Antonio Esquibel, Robert D. Martínez, Francisco Cisneros, editors. *Aquí se Comienza: A Genealogical History of the Founding of La Villa de San Felipe de Alburquerque*, (Albuquerque: New Mexico Genealogical Society, 2007).

Armijo, Don Isidoro. “The Information Communicated by Juan Candelaria, Resident of the Villa of San Xavier de Alburquerque, born 1692-age 84,” *New Mexico Historical Review*, Vol. IV, (1929), 294-97.

Contract No. D18103
Vendor No. 54304

**COOPERATIVE AGREEMENT FOR
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This Agreement, made and entered into pursuant to the provisions of NMSA 1978, Section 67-3-28, as amended, this 28th day of June 2010, by and between the New Mexico Department of Transportation (NMDOT), acting by and through its Secretary, hereinafter called the "DEPARTMENT," and the City of Albuquerque (COA), acting by and through its Legal Authority, hereinafter called the "PUBLIC ENTITY".

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Manila or Lucia Montoya
de Vera 478. 961 agvi.

m Francis de Tujilla

Diosdado Lucas de Godoy and Maria
Montoya m c 1670 Was known as Montoya
de Vera
d. 12 Jan 1740

Thomas Chavez

From: "Nancy Wirth" <nmwirth@plata.com>
To: "Tom Chavez" <Chavez.22@comcast.net>; "John Murphey" <john.murphey@state.nm.us>
Sent: Tuesday, December 18, 2007 12:40 PM
Attach: The Founding Women of Albuquerque, re-edit1, Dec.6, 2007.doc; Jean Burroughs, Rose White, Guardians of History, Chavez version.doc; Women of the 1847 Taos Revolt.doc; Susie Rayos Marmon, re-edit 1, Dec. 3, 2007.doc
Subject: Women's markers

Hi Tom,

I hope your holiday season is off to a good start!

At a meeting in early Dec. we went over the four Women's markers that were submitted. It was decided that they need more factual substantiation.

I will attach the Founding Women of Abq. which has some changes in wording from the sub-committee. Also, as I said in an earlier e-mail, we would like to have you check the list of names for accuracy. I know you said there may be an additional name added which will of change the wording as well. Can you please, on all of the markers you work on, give us sources and a footnoted copy of the marker for our files. We need to know as much as possible about the facts, names, dates etc.

The Jean Burroughs/ Rose Powers seems o.k. as is

Women of Taos was postponed for re-write. We felt there should be more emphasis on the women themselves. The marker seemed vague. We would like more facts and again a footnoted copy.

Finally, John is sending back Susie Rayos Marmon to Kim Suina for rewrite, and Pueblo review. We have not changed the wording as you will see in the attachment.

It would be helpful if we can get revisions, additions, research copy etc. by Dec. 28th. Thank you so much! I hope you have a very Merry Christmas.

Nancy

*Francisco J
Sisneros*

864 5917

Thomas Chavez

From: "Nancy Wirth" <nmwirth@plata.com>
To: "Thomas Chavez" <chavez.22@comcast.net>; "John Murphey" <john.murphey@state.nm.us>
Sent: Thursday, December 06, 2007 3:44 PM
Subject: Re: Women of Albuquerque

>

I would say definitely yes, but I will wait to hear from John. Nancy

> Thomas Chavez wrote:

>

> Dear Nancy:

> I just returned from a morning at the geneological library to check the spelling of all the names. I found some questions. All the are spelled correctly as submitted. However, the same source materilal has some of the names listed with or without the "de". For example, "Clementa Ortega" or "Clementa de Ortega"? Six names have presented this problem. In addition, I accidentally came across some information that adds another name to the list - Jeseфа Tamaris.

> So, I recommend that we hold up on this submission until I can meet with the geneological people who have done the research. They are the ones who made the submission and will be the ones to criticize. I think that it is better that I march into "the lion's den" to get things resolved.

> What do you think?

> Tom

Thomas Chavez

From: "Nancy Wirth" <nmwirth@plata.com>
To: "Thomas Chavez" <chavez.22@comcast.net>
Sent: Thursday, February 07, 2008 1:03 PM
Subject: Re: Founding Women of Albuquerque

>

Tom, I am confused. Did you just send me this e-mail? It came with the date 10/7/2008 sent at 3:53 pm. It is now just noon on Feb. 7th. My grandson was over yesterday messing with my computer. I wonder if this is an old message or somehow my dating system is screwed up. Nancy

> Thomas Chavez wrote:

>

> Dear Nancy:

> While doing research on another woman and working with the Albuquerque Hispanic Geneological Society, I have learned that another woman is worthy of being included on the founding women of Albuquerque sign. Her name is Ana de Sandoval y Manzanares.

> This "discovery" is the lot of historians who research, share the information, and, then, have to eat crow, as more information is found. I suspect that in the case of Albuquerque's founding women, more will come to light over time and, in fact, inspired by our marker.

> So, if it is not too late, please add her to the list. If it is too late the Women's forum will begin a list of additions for some future date.

> Sorry, about this but its the nature of the beast.

> Tom

In 1706 the Rio Grande Valley where
~~soon~~ in the future the current metropolis of
Albuquerque would be was considered a dangerous
place susceptible to Apache Indian attack.
The village of Thuseo, located on the river's west
bank, faced the site of the future villa of Albuquerque.
The place was recognized as a community although
it, in reality, was a collection of farms.
* Otherwise the area was strewn with dwellings
and properties abandoned during the 1680
Pueblo Revolt.

Then Governor Francisco Cuervo y Valdes
sought to alleviate the major ~~stumbling~~ problem
~~block~~ to the expansion of settlement in the
area. Vulnerability of the valley to Indian
attacks kept people away. When he announced
that he would permanently station ten soldiers
to the area, at least ~~number~~ ^{twenty} families
agreed to migrate to the area where they
were assigned individual land grants. Many
of these families reclaimed properties that
their immediate ancestors had lost. With
the designation of a plaza, and construction of a
church, and the exaggerated reports of the
Governor in which he named the town the
Villa of Albuquerque, what would become New Mexico's

largest city was founded.

Unsaid but obvious in the narrative story is the role of women. Aside from those women already living in the area, twenty-one women have been identified as founding women of Albuquerque. As time marches on, and more research uncovers additional documentary evidence, historians will be able to add names to those that are known. All that is known or not of these women deserve the accolades of everyone who came after them, for their perseverance, leadership, fortitude, and courage is a major reason for the successful survival of the new village of Albuquerque under very dangerous circumstances. They were the glue that kept the community together. Their influence manifested itself in their roles as wives, mothers, aunts, in-laws, godmothers, and grandmothers. No were they limited to those roles for some became heads-of-households and most were required to physically help defend the community. Without the founding women of Albuquerque, the community could not have survived.

On February 1706 as many as thirty-five families participated in the founding of the Villa de San Felipe de Albuquerque. Of these the names of twenty-two families and a priest are known. Within those families twenty-one women can be identified to be honored as the founding women of Albuquerque. The fortitude and determination of these courageous and determined women manifested itself as wives, mothers, aunts, in-laws, madonnas, and grandmothers.

~~Their role in the founding of Albuquerque is~~

Backside

The known women whose courage and determination helped found the city was instrumental in the founding of La Villa de San Felipe de Albuquerque.