

NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
TRANSIT AND RAIL DIVISION  
PO Box 1149  
SANTA FE, NEW MEXICO 87504-1149  
505-827-5435

**DATE:** August 3, 2015

**TO:** Tom Murphy AICP CTP  
MPO Officer  
Mesilla Valley Metropolitan Planning Organization  
P.O. Box 20000  
Las Cruces, New Mexico 88001

**FROM:** Marcy Eppler, Transit Planning and Service Coordination Manager,  
Transit and Rail Division

**SUBJECT:** FY 15 - 18 Section 5303 MOA for the Mesilla Valley MPO

✓ Copy of the MOA for your records

PLEASE DIRECT ANY QUESTIONS OR COMMENTS TO:

Marcy Eppler, 505-827-5435 or [Marsha.Eppler@state.nm.us](mailto:Marsha.Eppler@state.nm.us)

New Mexico Department of Transportation  
Transit and Rail Division  
PO Box 1149  
Santa Fe, New Mexico 87504-1149

FEDERAL FISCAL YEAR 2015 - 2018

Contract # MO1395  
Vendor # 54342

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION

This Agreement is between the STATE OF NEW MEXICO, acting through its DEPARTMENT OF TRANSPORTATION, Transit and Rail Division, (Department), and the MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION (MPO). This Agreement is effective as of the date of the last party to sign it on the signature page below

RECITALS

Whereas, 49 U.S.C. Section 5303, authorizes federal assistance from the Federal Transit Administration (FTA) for multimodal transportation planning in metropolitan areas that is cooperative, continuous, and comprehensive, resulting in long-range transportation plans and short-range programs of transportation investment priority (Program); and,

Whereas, the Governor of New Mexico has designated the Department to receive and administer the federal funds under this program; and,

Whereas, the Department and the MPO have long worked together in transportation planning that involved Section 5303 funds and they want to continue; and,

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

**1. Program.**

The MPO shall develop and implement an annual biennial Unified Planning Work Program (UPWP) to identify specific tasks, with detailed scopes of work and funding estimates, related to transportation planning and programs. The UPWP is subject to the approval of the Department and the FTA. A copy of the UPWP is on file with the Department and the MPO.

The MPO shall comply with all applicable provisions of 49 USC Section 5303, specifically sections (i) through (j), which requires development and implementation of additional transportation plans and identifies the planning process, a performance-based approach to plan development as well as requirements for public notification and involvement. A copy of each additional plan is on file with the Department and the MPO.

Additional requirements are highlighted in the attached Exhibit A, Program Requirements.

**2. Funding.**

Funding is determined annually by the FTA, the Department and the MPO, which has a 20% funding match requirement. The Department upon consultation with the MPO will select specific tasks from the UPWP to fund and identify the amount for each task. Prior to the start of funding period, the Department will mail to the MPO a Work Authorization that identifies the tasks to be performed, the funding for each task and the local match requirement.

Funding is provided by FTA, Catalog of Federal Domestic Assistance (CFDA) Number 20.505. State funds will not be earmarked or disbursed to fund the Tasks. The Department shall not be responsible for any other costs incurred by the MPO. The MPO shall take all actions necessary to fund its share of the Program.

### **3. Method of Payment.**

With federal funds, the Department shall reimburse the MPO for 80% of the eligible expenses. Invoices shall be submitted quarterly, to the Department's Transit and Rail Division by the 25th day of the quarter following the close of the invoice period. Invoices shall be certified by the MPO that they accurately reflect work completed, amount due and include the Work Authorization number, remaining work authorization balance, control and/or contract number. All expenses must be actual rather than estimated and must be listed on the invoices as charged. Only those expenses properly documented with sufficient documentation as determined and/or approved by the Department, indicating that expenses have been paid, will be reimbursed.

### **4. Eligible Costs.**

Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards. Costs incurred by the MPO prior to the effective date of this Agreement or subsequent to the termination date shall not be eligible for reimbursement as Program costs

### **5. State General Appropriation Funds Not Obligated.**

Nothing in this Agreement shall be construed as obligating state general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

### **6. Term.**

This Agreement becomes effective upon the signature of all parties. The effective date is the date the last party signed the Agreement on the signature page below. All costs incurred under this agreement from July 1, 2015 to September 30, 2018 may be reimbursed. This Agreement shall expire September 30, 2018.

### **7. Termination for Cause.**

The Department has the option to terminate this Agreement if the MPO fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the MPO breaches on which the termination is based.

The Department may provide the MPO a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the MPO has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the MPO has not begun and proceeded in good faith to correct the breach, the Department may declare the MPO in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

### **8. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the MPO. The Department's decision as to whether sufficient appropriations are available shall be accepted by the MPO and shall be final.

### **9. Termination Management, Allowable Costs.**

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The MPO shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative.

The MPO shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

### **10. Breach and Dispute Resolution.**

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The MPO has ten (10) days from receipt of the decision to file a written appeal with the Transit and Rail Division. Upon appeal, the MPO will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

**11. New Mexico Tort Claims Act.**

As between the Department and the MPO, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

**12. Retention of Records.**

The MPO shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

**13. Access to Records.**

The MPO shall grant authorized representatives of the Department, the state and the federal government access to books, documents, papers, reports, and records of the MPO or its subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The MPO agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The MPO shall reimburse the Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the state or federal government

**14. Audit.**

The MPO shall ensure that an annual audit of the Program based on the MPO's fiscal year shall be conducted pursuant to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards. The MPO, prior to initiation of the audit, shall seek written approval from the Department of the auditing firm. The MPO agrees to provide the Department with a copy of the audit report concerning any portion of the Agreement period as soon as it is released, but in no case later than six months following the close of the local fiscal year. Audit costs are an eligible administrative expense. Should the MPO fail to produce the annual audit, the Department may, at its option, commission such an audit payable out of Program funds.

**15. Audit Exceptions.**

If federal or state audit exceptions are made, the MPO shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the MPO shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the MPO of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to MPO under this Agreement.

**16. 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.

**17. Contracting and Assignment.**

The MPO shall not contract any portion of this Agreement without prior written approval of the Department. No such contracting shall relieve the MPO from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Department.

Except to a successor in kind, the MPO shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should subcontract(s) or an assignment be authorized by the Department, the subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the MPO's responsibility to duly inform the

subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

Subcontractors and Assignors of FTA funds must meet applicable Disadvantaged Business Enterprise (DBE) Program requirements when funds are used in whole or in part to finance procurements for applicable products and services. To that end, Subcontractors with contracting opportunities must sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subgrantee*, which is attached as Certification 1.

**18. No Federal Government Obligation to Third Parties.**

- A. The Department and MPO acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, MPO, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The MPO agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**19. Civil Rights Laws and Regulations Compliance.**

The MPO shall comply with all federal, state and local laws and ordinances applicable to the work called for under this Agreement.

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the MPO shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The MPO shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Agreement:
  - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the MPO agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The MPO agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
  - 2. Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the MPO agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the MPO shall comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. § 12112, the MPO agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
- C. The MPO shall include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- D. For assistance with a contract clause incorporating the requirements of the new DBE rule in 49 CFR Part 26, contact FTA HelpLine at [www.ftahelp.com](http://www.ftahelp.com).
- E. The MPO also agrees to include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**20. Disadvantaged Business Enterprise (DBE) Policy.**

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2016 fiscal year is 1.22%, through race-neutral means.
- B. The MPO shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The MPO shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the MPO to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the MPO signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The MPO agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. DOT assisted contracts. The MPO will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. The MPO is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the awarded contractor's receipt of payment for that work from the Department.
- E. The MPO must promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work, and must make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The MPO may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A MPO of FTA funds must meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A MPO with contracting opportunities must sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subgrantees*, which is attached as Certification 1.

**21. ADA Access.**

The MPO shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement

transportation accessibility rights for elderly individuals and individuals with disabilities. The MPO also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

## **22. Program Fraud and False or Fraudulent Statements or Related Acts.**

- A. The MPO acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The MPO certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant contract or FTA assisted program for which this work is being performed. The MPO further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on MPO to the extent the federal government deems appropriate.
- B. The MPO also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the federal government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the MPO, to the extent the federal government deems appropriate.
- C. The MPO certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. MPO further agrees that these clauses shall not be modified, except to identify the subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, §§ 44-9-1 through 44-9-14 NMSA 1978.

## **23. Lobbying.**

An MPO receiving \$100,000 or more of 49 U.S.C. §5303 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." The Lobbying Certification is attached as Certification 2. The MPO must certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. §1352.

If the MPO hires a contractor, the contractor must provide the Lobbying Certification to the MPO. Each tier below the contractor shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the MPO.

## **24. Officials Not to Benefit.**

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

## **25. Energy Conservation.**

The MPO agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **26. Clean Water and Air Requirements.**

- A. The MPO agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. §§1251 et seq., and the Clean Air Act, 42 U.S.C. §§7401 et

seq. The MPO agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.

- B. The MPO agrees to include these requirements in each subcontract exceeding \$100,000.00 and financed in whole or in part with federal assistance provided by FTA.

### **27. Debarment and Suspension.**

Executive Order 12549, as implemented by 49 C.F.R. Part 29, prohibits the MPO from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. MPO shall include the certification and instruction language contained at 29 C.F.R. Part 29, Appendix B, in all Invitations for Bids and Requests for Proposals (for inclusion by contractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The MPO is required to verify that none of the MPO's principals, as defined at 49 C.F.R. Part 29.995, or affiliates, as defined at 49 C.F.R. Part 29.905, are excluded or disqualified as defined at 49 C.F.R. Parts 29.940 and 29.945. By signing and submitting this Agreement, the MPO certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/MPO or proposer/MPO knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/MPO or proposer/MPO agrees to comply with the requirements of 49 C.F.R. Part 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/MPO or proposer/MPO further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **28. Central Contractor Registration Requirements.**

Prior to payment of invoices, MPO must register and maintain current registration in the Central Contractor Registration website, <http://www.sam.gov>. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see <http://www.dnb.com>. The Department will not provide vehicles, or make payments, until the MPO demonstrates that it is registered with the System for Award Management (SAM) website.

### **29. Federal Grant Reporting Requirements.**

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on [www.USASpending.gov](http://www.USASpending.gov).

The type of information the Department is required to report includes:

- Name of MPO receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the MPO, which includes the Congressional District
- Place of performance of the program or activity, which includes the Congressional District
- Unique identifier—DUNS—of the MPO and its parent organization, if one exists
- Total compensation and names of the top five executives of the MPO. This information is required, if the MPO in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.



**30. 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.

**31. Scope of Agreement.**

This Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

**32. Applicable Law and Venue; Federal Changes.**

The MPO shall comply with all federal, state and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement by FTA. The MPO shall make as part of this Agreement between the Department and the MPO the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**33. Incorporation of FTA Terms.**

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4220.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The MPO shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at <http://www.fta.dot.gov/grants/15072.html>.

**34. Amendment.**

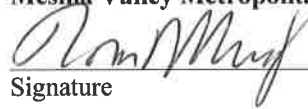
The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. *Section 1. Program*, details how such changes are to be approved and documented.

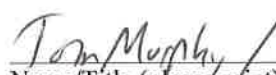
In witness whereof, each party is signing this Agreement on the date stated below that party's signature.

New Mexico Department of Transportation

  
Loren D. Hatch, Deputy Secretary

Mesilla Valley Metropolitan Planning Organization

  
Signature

  
Name/Title (please print) Tom Murphy / MPO OFFICER

30 July 2015  
Date

7-8-15  
Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

  
Cynthia A. Christ, Assistant General Counsel

6-26-15  
Date

  
Mesilla Valley Metropolitan Planning Organization  
Legal Counsel

8 Jul 2015  
Date

EXHIBIT A  
PROGRAM REQUIREMENTS

In addition to the requirements identified in Section 1, above, and 49 USC Section 5303 and 2 CFR 200, the MPO shall:

1. Act in the capacity as the designated lead agency for each Task identified in the Unified Planning Work Program (UPWP) and designate a point of contact.
2. Assure the development of the biennial UPWP and each Task.
3. Submit quarterly reports to the Department describing progress on each of the Tasks. Quarterly performance of each Task will be reported relative to the annual requirements as specified in each individual Task.
3. Abide by the annual resolution passed by the MPO Policy Committee approving the annual UPWP in support of each transit planning Task for the Metropolitan Planning Area.
4. Coordinate activities and the planning processes, as appropriate, with local governments and their bureaus overseeing land use, environmental, economic and transportation planning; RTDs, RTPOs and other MPOs; and the Department's Transit and Rail Division and District Offices.
5. Assure all data collected under this MOA is made available to the Department upon request by the Department.
6. Comply with the New Mexico Open Meetings Act, NMSA 1978, §10-15-1, et. seq. Notification to the Department's Transit and Rail Division shall be transmitted by E-Mail. Provide for distribution of regular MPO meeting agendas and packets to member entities and to the designated Department Transit and Rail Division liaison not later than seven days prior to each meeting.
7. Develop and implement a Public Involvement Plan (PIP) in consultation with the Department, evaluate and report to the Department on the effectiveness of the PIP in contributing to transportation investment and policy decisions on an annual basis and refine as needed.
8. Designate a point of contact, develop and implement a plan and policies to assure Title VI compliance, maintain required documentation.
9. Develop and assure consistency between the Metropolitan Transportation Plan (MTP), the Transportation Improvement Plan (TIP), the UPWP and annual Performance and Expenditure (P&E) Reports.
10. The MPO shall take action on all written requests to the MPO for all Department changes affecting the TIP.
11. Assure that local entities submit detailed and accurate Project Information Forms, updated as needed to maintain consistency with the current TIP and Statewide Transportation Improvement Plan (STIP) to the Department to facilitate the timely preparation and execution of Local Government Agreements.

**LOBBYING CERTIFICATION**

*An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."*

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
  - (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
  - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352; and
  - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans, and cooperative agreements).
  
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**AFFIRMATION OF APPLICANT**

Name of Applicant: Mealla Valley MPO

Printed Name of Authorized Representative: Tom Murphy

Relationship of Authorized Representative: MPO Officer

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: Tom Murphy Date: 7/8/15

Printed Name of Signing Official: Tom Murphy