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Contract No. M02086
Vendor No. 54342

FISCAL YEAR 2027 - 2030

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION

This Memorandum of Agreement ("Agreement" or "MOA") is entered into by and between the **STATE OF NEW MEXICO**, acting by and through the **NEW MEXICO DEPARTMENT OF TRANSPORTATION, Transit and Rail Division ("NMDOT" or "Department")**, and **MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION** (collectively, the "MPO" or "Subrecipient"). NMDOT and the MPO are collectively the "Parties."

RECITALS

Whereas, 49 U.S.C. § 5305(d) establishes the Federal Transit Administration (FTA) Metropolitan Planning Program (MPP), which provides federal financial assistance to support the metropolitan transportation planning responsibilities carried out under 49 U.S.C. § 5303;

Whereas, NMDOT is the State recipient of MPP assistance and makes such assistance available to MPOs pursuant to the State's FTA-approved distribution formula and the requirements of federal law;

Whereas, the MPO carries out a continuing, cooperative, and comprehensive metropolitan transportation planning process and documents federally funded planning activities in an approved Unified Planning Work Program (UPWP) pursuant to 23 CFR part 450, including 23 CFR § 450.308, and 49 CFR part 613;

Whereas, FTA Circular 8100.1D requires the State and the MPO to enter into a written subagreement stating the terms and conditions of MPP assistance before the State provides such assistance to the MPO;

Whereas, NMDOT's underlying FTA award incorporates the FTA Master Agreement applicable to that award, the current applicable FTA Certifications and Assurances, and other federal requirements that apply to the Award and its third-party participants;

Whereas, the Parties desire to align this Agreement with the applicable UPWP cycle while establishing consistent statewide requirements for administration, transit planning coordination, performance reporting, oversight, and closeout of MPP assistance;

Now, therefore, pursuant to Section 67-3-69 NMSA 1978 and the authorities stated above, the Parties agree as follows:

1. Purpose and Scope.

A. Purpose. This Agreement establishes the legal, financial, administrative, performance, and oversight requirements governing NMDOT's subaward of FTA Metropolitan Planning Program assistance under 49 U.S.C. § 5305(d) to the MPO for eligible metropolitan planning activities supporting 49 U.S.C. § 5303.

B. Authorized Work. The MPO shall perform only eligible activities that are included in the federally approved UPWP or an approved UPWP amendment and are authorized by NMDOT through the applicable Notice to Proceed and Attachment A.

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C. Exhibit A. Exhibit A, Program Requirements and Statewide Transit-Planning Baseline, is incorporated into this Agreement and establishes minimum requirements applicable to all MPOs receiving MPP assistance through NMDOT.

D. Attachment A and Funding Notice. NMDOT will issue an award-specific Attachment A and Notice to Proceed identifying the federal award information, authorized funding, applicable match and budget period. Attachment A and each Notice to proceed are incorporated by reference.

E. Relationship to Other Agreements. This Agreement is a bilateral funding subagreement between NMDOT and the MPO. It does not replace the separate written metropolitan planning agreement required by 23 CFR § 450.314 among the State, the MPO, and providers of public transportation serving the metropolitan planning area.

F. Transit-Provider Authority. Nothing in this Agreement authorizes the MPO to direct the governance, operations, service decisions, grant administration, or legal responsibilities of a public transportation provider. The MPO's role under this Agreement is planning, coordination, facilitation, analysis, and documentation consistent with the approved UPWP and applicable metropolitan planning agreements.

2. Unified Planning Work Program and Authorized Activities

A. UPWP Requirement. The MPO shall maintain a federally approved one- or two-year UPWP that documents the metropolitan planning activities supported with assistance under Title 23 and 49 U.S.C. chapter 53.

B. Task-Level Content. Each MPP-funded task shall identify, at a level sufficient for NMDOT and the federal agencies to determine eligibility and monitor performance: the planning objective; scope; responsible entity; affected public transportation provider(s), as applicable; schedule and milestones; resulting product; proposed funding; and federal and matching sources.

C. Cooperative Development. The MPO shall develop MPP-funded transit-related UPWP work elements in cooperation with NMDOT and affected public transportation providers and shall provide those providers a meaningful opportunity to propose priorities and review relevant task scopes and products.

D. NMDOT Authorization. NMDOT will not reimburse an activity that is outside the approved UPWP or not authorized for MPP funding.

E. UPWP Amendments. The MPO shall obtain all required MPO, NMDOT, FHWA, and FTA approvals before implementing a substantive change to an MPP-funded task, deliverable, schedule, responsible entity, or budget. Administrative changes may be processed in accordance with current applicable federal and NMDOT procedures.

F. MPO-Specific Work. Region-specific studies and technical products will remain in the applicable UPWP. This Agreement does not create separate work orders for each MPO or require identical transit studies in every metropolitan area.

3. Transit-Planning Coordination and Outcomes

A. Statewide Baseline. The MPO shall comply with the transit-planning coordination, reporting, data, performance, training, and annual accomplishment requirements in **Exhibit A**.

B. Regional Flexibility. The MPO may satisfy the statewide baseline through existing committees, meetings, reports, and UPWP tasks when those mechanisms produce the documentation and outcomes required by **Exhibit A.** NMDOT may approve an equivalent alternative in writing when a requirement is not practicable or not applicable to a particular region.

C. Transit Planning Investment. The MPO shall identify and carry out transit-related planning activities consistent with regional needs, affected public transportation provider input, the approved UPWP, applicable Federal requirements, and available Metropolitan Planning Program funding.

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4. Funding.

A. Program. This Agreement is limited exclusively to FTA Metropolitan Planning Program assistance under 49 U.S.C. § 5305(d), used to carry out metropolitan planning responsibilities under 49 U.S.C. § 5303. No assistance under any other FTA program is awarded by this Agreement.

B. Assistance Listing and Federal Award Information. The applicable Assistance Listing title and number, FAIN, federal award date, award-specific amounts, and other information required by 2 CFR § 200.332 will be stated in Attachment A. For new MPP awards beginning in FY 2026, the federal Assistance Listing identifies Metropolitan Transportation Planning (Section 5303) as Assistance Listing 20.517; older carryover may remain associated with former Assistance Listing 20.505. Attachment A shall control for the award-specific listing and FAIN.

C. Funding Amount. NMDOT will provide only the amount of federal assistance stated in an executed or authorized Notice to Proceed and Attachment A. This Agreement does not guarantee a minimum annual allocation or obligate funds not identified in those documents.

D. Federal and Non-Federal Shares. The federal share will be 80% of eligible costs, with the MPO providing the applicable 20% non-federal share, unless a different federal share is authorized by federal law, FTA, or NMDOT's underlying award and is stated in Attachment A. The MPO shall provide eligible, verifiable, and non-duplicative match.

E. Award Availability. Funding remains subject to federal appropriation, apportionment, obligation, period-of-availability, and NMDOT spending-authority limitations. NMDOT may revise, reduce, suspend, deobligate, or terminate funding when required by federal law, the underlying award, insufficient funding, or noncompliance, subject to the terms of this Agreement.

5. Method of Payment.

A. Cost Reimbursement. NMDOT will reimburse the authorized 80% federal share of eligible costs actually incurred by the MPO. This Agreement is not a fixed-price or percentage-of-cost contract, and payment is not based solely on the passage of time or a percentage of task completion. All expenses shall be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. Invoices shall be certified by the MPO that they accurately reflect work completed, amount due and identify the MOA, Funding Notice/Work Authorization, FAIN or funding source, invoice period, federal share, local match, cumulative expenditures, and remaining balance.

B. Submission. The MPO shall submit reimbursement requests quarterly through BlackCat by the 25th day of the quarter following the close of the invoice period.

C. Complete Reimbursement Packet. Each packet shall include, at a minimum:

(1) an invoice identifying the MOA, Funding Notice/Work Authorization, FAIN or funding source, invoice period, federal share, local match, cumulative expenditures, and remaining balance;

(2) a cumulative UPWP progress report identifying activities completed by task, staff effort as applicable, percent complete, milestone status, products submitted, schedule or budget variances, corrective actions, and planned next-quarter work;

(3) an update on transit related work by UPWP task, and in addition, a summary section that highlights FTA funded transit related tasks and coordination performed that quarter;

(4) The MPO must submit supporting backup documentation for line items over $500. The Department reserves the right to request backup documentation for any line item submitted for reimbursement at any time.

(5) the certification required by 2 CFR § 200.415 or other certification stated by NMDOT for financial and performance reports.

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D. Invoice Review. NMDOT may request clarification, return an incomplete or incorrect packet, or disallow an unsupported or ineligible cost. The payment-processing period will not begin or will be suspended while NMDOT awaits information needed to determine allowability and completeness.

E. Performance and Payment. A task may remain in progress while allowable costs are reimbursed. A missed milestone, standing alone, does not convert the subaward to milestone payment; however, material or repeated performance deficiencies may result in corrective action, specific conditions, payment withholding, disallowance, suspension, or other remedies authorized by federal law and this Agreement.

F. Final Reimbursement and Reports. The MPO shall submit final financial, performance, and other closeout reports no later than 90 calendar days after the end of the applicable period of performance, unless the Funding Notice states an earlier date agreed to by the Parties or NMDOT approves an extension.

6. Eligible Costs.

A. General Standard. Costs must be necessary, reasonable, allocable, allowable, adequately documented, consistently treated, and incurred within the authorized period for an approved UPWP task in accordance with 2 CFR parts 200 and 1201, NMDOT's underlying FTA award, and applicable FTA requirements.

B. Eligible Planning Activities. Subject to the approved UPWP and Funding Notice, eligible activities may include, without limitation: metropolitan and transit planning; public transportation management, operations, capital-needs, safety, performance, and TAM studies; project planning, engineering, design, and evaluation; transit access and transit-supportive land-use planning; scenario, corridor, and alternatives analyses; coordinated public transit-human services planning; public participation; multimodal facility planning; transit data, mapping, and modeling; planning-related hardware and software; technical studies; and relevant staff or policy-board training.

C. Ineligible or Unauthorized Costs. Costs are not eligible when they are incurred outside the authorized period, are outside the approved UPWP or Funding Notice, are unsupported, are charged to more than one federal award, are otherwise unallowable under 2 CFR part 200, or implement transit operations or capital acquisition beyond the planning activities authorized under 49 U.S.C. § 5305(d).

D. Travel and Training. Travel and training costs must be necessary to the federal award, included in or consistent with the approved UPWP, and comply with applicable federal, State, fiscal-agent, and NMDOT requirements.

7. Carryover, Unused Funds, and Closeout.

A. Carryforward within an UPWP. Subject to available federal funds and an approved UPWP budget amendment, the MPO may carry unexpended funds from Year 1 to Year 2 of the same biennial UPWP.

B. Incomplete Work and Successor UPWP. Work continuing beyond the current UPWP may proceed only if the activity is identified as carryover in an approved successor UPWP or approved UPWP amendment, the underlying FTA award remains open and available for the work, and NMDOT issues written funding authorization. Carryover is not automatic and does not independently extend the applicable period of performance.

C. Inactive or Unneeded Funds. If NMDOT determines that funds are inactive, not needed, or unlikely to be expended within the federal period of availability, NMDOT may require a recovery plan, revise the authorized amount, deobligate the balance from the MPO, or pursue other action consistent with the FTA-approved allocation formula, the underlying award, and applicable federal approval requirements.

D. Notice and Opportunity. Before recapturing or reallocating funds for performance-related reasons, NMDOT will provide written notice identifying the amount, basis, federal availability deadline, and opportunity for the MPO to submit a reasonable spend-down, amendment, or corrective action proposal, unless immediate action required by federal law or FTA.

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E. Closeout. After the MPO submits final reports and invoices, NMDOT completes its review, all required adjustments are made, and the agreed submission deadline passes, NMDOT may issue a Notice of Closure stating that no additional reimbursement requests will be processed. Closeout does not extinguish audit, record-retention, repayment, or other continuing obligations.

8. Indirect Costs and Cost Allocation

A. Federally Negotiated Rate. NMDOT will recognize a current federally negotiated indirect cost rate applicable to the MPO or its fiscal agent, subject to receipt of the rate agreement and consistent application to the subaward.

B. No Current Negotiated Rate. If no current federally negotiated rate exists, NMDOT and the MPO shall determine the appropriate treatment in accordance with 2 CFR §§ 200.332(b)(4) and 200.414. The MPO may use an NMDOT-negotiated rate, an approved cost-allocation method, *or elect a de minimis rate of up to 15 percent of modified total direct costs, as permitted by federal law.*

C. Consistency and No Double Recovery. Costs must be consistently charged as direct or indirect and may not be double charged. The MPO shall maintain supporting records for the selected method and provide NMDOT the documentation necessary to identify the applicable method in Attachment A.

D. Changes. The MPO shall notify NMDOT promptly of any change, expiration, extension, or replacement of its indirect cost rate or method. NMDOT will update Attachment A or the Funding Notice as appropriate.

9. 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.

10. 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 October 1, 2026 to September 30, 2030 may be reimbursed. This Agreement shall expire September 30, 2030. An amendment to a UPWP, Funding Notice, Attachment A, or federal award does not extend this Agreement unless the Parties execute a written extension or amendment as required by Section 46.

11. 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) calendar days prior to the intended date of termination and shall identify all of the MPO's breaches on which the termination is based.

The Department may provide the MPO with a reasonable opportunity to correct the breach. If within ten (10) calendar 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) calendar 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.

12. 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.

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13. 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.

14. 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) calendar days from receipt of the decision to file a written appeal with the Transit and Rail Division. Upon appeal, the MPO shall 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.

15. Financial Management and Internal Controls

A. Financial Systems. The MPO shall maintain financial management and internal control systems that comply with 2 CFR parts 200 and 1201 and permit identification of the FAIN, Assistance Listing, Funding Notice, UPWP task, budget line item, federal share, non-federal share, obligations, expenditures, and balances.

B. Personnel Costs. Personnel costs charged to the subaward shall be supported by records that accurately reflect the work performed and comply with 2 CFR § 200.430. The MPO shall maintain an approved allocation method when staff work benefits multiple awards or tasks.

C. No Duplicate Billing. The MPO shall not charge the same cost, staff time, match, or deliverable to more than one federal award or reimbursement request.

D. Program Income, Credits, and Refunds. The MPO shall identify and account for applicable program income, rebates, credits, refunds, recoveries, and interest in accordance with federal requirements and NMDOT instructions.

E. Procurement, Contracts, and Subawards.

A. Procurement Standards. The MPO shall comply with 2 CFR §§ 200.317 through 200.327, 2 CFR part 1201, applicable State and local law, FTA Circular 4220.1G or its applicable successor, and the procurement provisions of the FTA Master Agreement applicable to NMDOT's underlying award.

B. Competition and Documentation. The MPO shall maintain written procurement procedures and standards of conduct; conduct full and open competition; perform required cost or price analysis; document responsibility, selection, award, and contract administration; and include all applicable federal clauses and certifications in third-party contracts and subcontracts.

C. NMDOT Pre-Procurement Review. The MPO shall notify NMDOT before contracting or subcontracting a material portion of an MPP-funded UPWP task. For a procurement with an anticipated aggregate value exceeding $15,000, including options and reasonably anticipated amendments, the MPO shall obtain NMDOT's written pre-solicitation and pre-award approval.

D. Subrecipient or Contractor Determination. Before transferring MPP funds or assigning programmatic responsibility to another entity, the MPO and NMDOT shall make and document the case-by-case determination required by 2 CFR § 200.331.

E. Downstream Subaward. The MPO may issue a downstream subaward to an eligible transit agency, local government, or other eligible entity only when NMDOT provides prior written approval; the activity is included in the approved UPWP and Funding Notice; a written subagreement includes the information and conditions required by 2 CFR § 200.332; and the MPO performs required risk assessment, monitoring, audit follow-up, and closeout.

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F. Flow-Down. The MPO shall include in each third-party agreement the federal requirements applicable to that agreement, including notice that federal requirements may change and that applicable changes flow down at every tier. The MPO remains responsible to NMDOT for all work performed by third-party participants.

G. Data, Software, and Work Products. The MPO shall ensure that contracts and subagreements provide NMDOT and the Federal Government the rights, licenses, access, and delivery of subject data, software-related deliverables, reports, GIS files, models, and other work products required by the underlying FTA award and FTA MA(34), while permitting proper identification and protection of confidential, privileged, or proprietary information.

H. Domestic Preferences for Procurement. Buy America, Build America Buy America, and other domestic-preference requirements apply only to the extent required for a specific procurement or activity under the underlying award. The MPO shall obtain NMDOT guidance before soliciting any purchase that may be subject to such requirements.

16. Coordinated Public Transit-Human Services Transportation Plan.

The MPO shall participate in the development of the regional Coordinated Public Transit-Human Services Transportation Plan. Participation includes, but is not limited to, attending plan development meetings and providing requested information.

17. 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, Sections 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.

18. Performance Reporting, Monitoring, and Corrective Action

A. NMDOT Monitoring. NMDOT will evaluate the MPO's risk of fraud and noncompliance and monitor financial and performance reports, overall subaward performance, milestones, objectives, and corrective actions in accordance with 2 CFR § 200.332.

B. Monitoring Tools. NMDOT may use desk reviews, risk assessments, technical assistance, Quality Assurance Reviews, site or virtual reviews, procurement review, audit follow-up, and other risk-based monitoring tools.

C. Adverse Conditions. The MPO shall notify NMDOT promptly of significant developments, delays, staffing or system changes, audit findings, legal matters, or other adverse conditions that may materially affect the MPO's ability to meet the objectives, milestones, or requirements of the subaward.

D. Corrective Action. For significant, material, or repeated deficiencies, NMDOT may require a written corrective action or recovery plan identifying the cause, responsible party, actions, milestones, schedule, and assistance needed. Routine schedule slippage may be addressed through the quarterly report when it does not materially threaten the subaward objectives.

E. Specific Conditions and Remedies. When authorized by 2 CFR parts 200 and 1201, the underlying award, or this Agreement, NMDOT may impose specific conditions, require additional reporting, temporarily withhold payment, disallow costs, suspend or terminate all or part of the subaward, recapture funds, or take other legally available action. NMDOT will provide written notice and an opportunity to respond or cure when required by law and the circumstances.

F. Technical Assistance. NMDOT will provide or coordinate reasonable technical assistance to support compliance and completion of authorized work, subject to staff capacity and available resources.

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19. Retention of Records.

The MPO shall retain all federal award records, including financial records, supporting documents, statistical records, performance records, procurement files, and work products, for at least three years from submission of the final financial report, or longer when required by 2 CFR § 200.334, the underlying award, unresolved litigation, claims, audits, or applicable State law.

20. Access to Records.

The MPO shall provide NMDOT, FTA, U.S. DOT, the Comptroller General, auditors, and other authorized representatives timely access to records, personnel, systems, and sites necessary to monitor, audit, examine, reproduce, or evaluate the subaward. The right of access continues as long as the records are retained.

21. Audit.

The MPO or its fiscal agent shall comply with 2 CFR part 200, subpart F, and applicable New Mexico audit requirements. A non-federal entity that meets the current federal expenditure threshold shall obtain the required single or program-specific audit. The MPO shall provide NMDOT relevant audit reports and corrective action information in the time and manner NMDOT specifies. The MPO or its fiscal agent shall provide NMDOT with its annual financial audit, Single Audit or program-specific audit, as applicable, together with findings and corrective-action information relevant to this subaward, within the period required by applicable State law or NMDOT written procedures.

The MPO shall take timely corrective action and repay NMDOT for costs determined to be unallowable, unsupported, or otherwise disallowed under the subaward, subject to applicable appeal and debt-collection procedures. NMDOT may offset final, legally due amounts against future payments when authorized by law and written notice.

22. 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 the MPO under this Agreement.

23. 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.

24. Contracting and Assignment.

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

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Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), 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 contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

25. 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 Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, MPO, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.

B. The MPO agrees to include the above clause in each contract or 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 contractor or subcontractor who shall be subject to its provisions.

26. 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, religion, national origin, sex, age, disability, or other protected class. The MPO shall comply with applicable Federal implementing regulations and such other requirements FTA may issue. The Nondiscrimination Assurance is attached as **Assurance 3**.

B. **Equal Employment Opportunity**. The following equal employment opportunity requirements apply to this Agreement:

1. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 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. Part 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. Section 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, religion, national origin, or sex (including gender identity and sexual orientation). 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. Section 623 and Federal transit law at 49 U.S.C. Section 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 implementation requirements FTA may issue.

3. **Disabilities**. In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the MPO agrees that it shall comply with the requirements of U.S. Equal Employment

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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 the requirements listed in 26.A and 26.B in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

D. The MPO shall ensure the requirements listed in 26.A and 26.B are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

27. 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 2027 fiscal year is 8.13%, through race-neutral means.

B. The MPO shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The MPO shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Department's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

C. Each contract the MPO signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

D. The MPO must include contract provisions that require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than seven (7) Days from receipt of each payment the MPO makes to the prime contractor.

E. The MPO shall promptly notify the Department whenever a DBE contractor is terminated or fails to complete its work and shall 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.

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

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28. ADA Access.

The MPO shall comply with 49 U.S.C. Section 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 seniors 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. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Sections 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. Sections 4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities.

29. 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. Sections 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 Agreement or the 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 the 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, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 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. The MPO further agrees that these clauses shall not be modified, except to identify the contractor or 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, NMSA 1978, Sections 44-9-1 through 44-9-14.

30. Lobbying.

An MPO receiving $100,000 or more of FTA funds in cash or property shall file the Lobbying Certification required by 49 C.F.R. Part 20, “New Restrictions on Lobbying” with the application. The MPO shall 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. Section 1352.

Before awarding a third-party contract exceeding $100,000, the MPO shall obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding $100,000 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the MPO.

31. 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.

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32. 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. Sections 1251 *et seq*., and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq*. The MPO agrees to report each violation to the Department and understands and agrees that the Department shall, 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 contract or subcontract exceeding $150,000.00 and financed in whole or in part with federal assistance provided by the FTA.

33. 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, 42 U.S.C. §§ 6321 *et seq.*

34. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA MPOs from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. MPOs shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors 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 or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. 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 2 C.F.R. Part 1200 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.

35. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the MPO shall promptly notify the Department so that it can notify the Federal Government. The MPO shall include a similar notification requirement in its third-party agreements and shall require each third-party participant to include an equivalent provision in its subagreements exceeding $25,000 at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.230 and 1200.230. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

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36. Seat Belt Use

The MPO agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

37. Safe Operation of Motor Vehicles

The MPO agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) the following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) Safety. The MPO agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the MPO owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The MPO agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The MPO agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Public Law 115-232, section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

39. Federal Tax Liability and Recent Felony Convictions.

The MPO hereby certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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40. Trafficking in Persons.

The MPO agrees that it and its employees that participate in this contract, may not engage in severe forms of trafficking in persons during the period of time that this agreement is in effect, procure a commercial sex act during the period of time that this agreement is in effect, or use forced labor in the performance of any activities covered by this agreement.

41. System for Award Management (SAM) Requirements.

Prior to payment of invoices and receipt of services and equipment, the MPO shall register and maintain current registration in the SAM website, http://www.sam.gov. Registration requires having a Unique Entity Identifier (see http://www.sam.gov). The Department shall not make payments until the MPO demonstrates that it is registered with the System for Award Management (SAM) website.

42. 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.

43. Scope of Agreement.

This Agreement incorporates and supersedes 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 of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

44. 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 year's Master Agreement between the Department and the 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).

45. Incorporation of Federal Terms and Order of Precedence.

A. Incorporated Federal Requirements. This Agreement incorporates the federal laws, regulations, and requirements applicable to NMDOT's underlying FTA award and the MPO's subaward, including 2 CFR parts 200 and 1201; applicable provisions of 23 CFR part 450 and 49 CFR part 613; the FTA Master Agreement incorporated into NMDOT's underlying award, currently MA(34), or its applicable successor; the current applicable FTA Certifications and Assurances; FTA Circulars 8100.1D, 5010.1F, and 4220.1G, as applicable and as amended or superseded; and award-specific conditions issued by FTA or NMDOT.

B. Changed Federal Requirements. Federal requirements may change during the term of this Agreement. NMDOT will provide notice of material applicable changes when practicable, and the MPO and its third-party participants shall comply with applicable changes at every tier as required by federal law and the underlying award.

C. Order of Precedence. In the event of a conflict, the following order applies unless federal law or NMDOT legal counsel determines otherwise: (1) applicable federal statutes and regulations; (2) NMDOT's underlying FTA award, including the applicable Master Agreement, Certifications and Assurances, and special conditions; (3) this Agreement; (4) Attachment A and the Funding Notice/Work Authorization; (5) the federally approved UPWP and approved amendments; and (6) applicable NMDOT procedures, including the Planning Procedures Manual.

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D. Planning Procedures Manual. The NMDOT Planning Procedures Manual applies only to the extent its provisions are relevant to this MPP subaward and consistent with current federal law, NMDOT's underlying award, and this Agreement. NMDOT may issue nonmaterial procedural updates by written notice. A material change to scope, funding, payment, required deliverables, or remedies requires a written amendment or other legally sufficient modification.

46. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. NMDOT may issue a revised Attachment A or Funding Notice without amending the entire Agreement when the change is limited to federal award identification, annual funding, ALI/task authorization, contact information, budget period, or other nonmaterial administrative data and does not alter the substantive legal obligations of the Parties.

The remainder of this page is intentionally left blank.

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

New Mexico Department of Transportation

DocuSigned by:
David Quintana
C83920AB3826474...

NMDOT Cabinet Secretary or Designate

10/07/26

Date

Mesilla Valley Metropolitan Planning Organization

DocuSigned by:
Russell Hernandez
59D700533ECF4EA...

Signature

Russell Hernandez, Board Chair

Name/Title of Signing Official (please print)

10/07/26

Date

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

Signed by:
Samuel Roybal
57B9FC4EE09B464...

NMDOT Office of General Counsel

10/06/26

Date

Signed by:
Robert Kidd
3D771F62AACF433...

Mesilla Valley Metropolitan Planning Organization Legal Counsel

10/06/26

Date

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EXHIBIT A

PROGRAM REQUIREMENTS AND STATEWIDE TRANSIT PLANNING BASELINE

Purpose. *This Exhibit establishes consistent minimum requirements for all MPOs receiving NMDOT-administered Metropolitan Planning Program (MPP) assistance under 49 U.S.C. § 5305(d). It supplements but does not replace the federally approved Unified Planning Work Program (UPWP), the Funding Notice/Work Authorization, Attachment A, or applicable federal and NMDOT requirements. MPO-specific studies, products, schedules, responsible entities, and budgets remain in the approved UPWP and Funding Notice/Work Authorization.*

A. MPO Leadership and Points of Contact

1. The MPO shall designate a primary transit-planning point of contact and an alternate and shall keep the contact information current with NMDOT and affected public transportation providers.
2. The MPO shall maintain regular communication with NMDOT Transit and Rail and provide NMDOT staff timely notice of relevant MPO meetings, agendas, draft work products, and decisions affecting FTA-funded planning work.
3. The MPO shall take a proactive planning and convening role appropriate to its statutory responsibilities, regional structure, available resources, and approved UPWP.

B. UPWP Development and Transit-Provider Participation

1. Before submitting a draft UPWP or amendment containing FTA-funded transit-related work, the MPO shall provide NMDOT and affected transit providers an opportunity to identify needs, propose activities, and review relevant task scopes.
2. The MPO shall document substantive transit-provider comments and the disposition of those comments. The documentation may be included in meeting notes, a comment matrix, the UPWP record, or another form accepted by NMDOT.
3. Each FTA-funded transit-related UPWP task shall identify the objective, scope, responsible entity, affected providers, schedule, milestones, resulting product, budget, funding source, and completion measure.
4. The MPO shall include transit-related work commensurate with regional needs, provider input, available MPP assistance, and the MPO's broader multimodal planning responsibilities. Identical studies are not required across all MPOs.

C. Recurring Transit Coordination

1. The MPO shall coordinate with affected transit providers at least quarterly through a dedicated meeting, a documented transit agenda item in an existing forum, or another NMDOT-approved equivalent mechanism.
2. Coordination documentation shall identify participants, issues discussed, decisions or recommendations, action items, responsible parties, and relevant follow-up dates.
3. Coordination should address, as applicable, regional transit priorities; service connections; gaps or unnecessary duplication; routes and schedules; first/last-mile access; capital and facility needs; data; funding; project programming; public participation; safety; asset management; and regional studies.

D. Transit Data and Performance-Based Planning

1. The MPO shall obtain, consider, and incorporate applicable Transit Asset Management and Public Transportation Agency Safety Plan targets and performance information into the metropolitan planning process in coordination with NMDOT and affected transit providers. This provision does not make the MPO responsible for developing or approving a transit provider's TAM plan or PTASP.
2. The MPO shall maintain or have access to transit data reasonably necessary for its approved planning work and shall provide NMDOT with FTA-funded data, models, maps, reports, and other products upon request, subject to applicable confidentiality and data-rights requirements.
3. The MPO shall use transit data and performance information to support MTP and TIP development, financial planning, project prioritization, public participation, and evaluation of progress toward regional outcomes.

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E. Quarterly Progress and Reimbursement Reporting

1. With each quarterly reimbursement packet, the MPO shall report on every FTA-funded transit-related UPWP task, including current-quarter and cumulative activities, percent complete, milestone status, product status, expenditures, remaining budget, schedule or budget variance, corrective action, and planned next-quarter work.
2. The quarterly report shall also summarize the MPO's transit-provider coordination and technical assistance during the reporting period and identify any provider issue requiring NMDOT support or escalation.
3. When consultant or downstream subrecipient work is billed, the MPO shall provide the corresponding progress report, deliverable, or other evidence sufficient to connect the billed cost to the approved UPWP task.

F. Annual Priorities and Accomplishments

1. At least annually, the MPO shall identify priority transit-planning needs for the next year in consultation with NMDOT and affected transit providers. This may be included in the APER, UPWP development record, annual coordination summary, or another NMDOT-approved document.
2. The MPO shall include a clearly labeled FTA Transit Planning Accomplishments section in its Annual Performance and Expenditure Report (APER), or submit an equivalent annual report accepted by NMDOT, showing the planned product, work completed, provider involvement, expenditure, result, outstanding work, and recommended next step for each FTA-funded transit task.

G. Training and Technical Capacity

1. During the Agreement term, appropriate MPO staff shall participate in at least one NMDOT-, FTA-, FHWA-, or nationally recognized transit-planning training opportunity, subject to availability, resources, and approved UPWP eligibility.
2. The MPO shall identify relevant transit-planning training and professional development in the UPWP and document attendance and application of the training in the quarterly report or APER.

H. Eligible Transit-Planning Activities

Subject to federal eligibility, inclusion in the approved UPWP, NMDOT written authorization, and available funding, eligible activities may include, but are not limited to:

- short- and long-range transit plans, regional transit master plans, service and network studies, and corridor or alternatives analyses;
- route, schedule, transfer, service-gap, duplication, connectivity, efficiency, and coordination analyses;
- ridership, passenger, demographic, equity, accessibility, first/last-mile, land-use, and transit-supportive development studies;
- bus stop, facility, park-and-ride, transfer-center, fleet, capital-needs, state-of-good-repair, and asset-management planning;
- TAM, PTASP, safety, resilience, emergency planning, and performance-based planning support;
- transit data collection, GIS, mapping, modeling, forecasting, dashboards, GTFS-related planning support, and planning software or hardware;
- ITS, transit signal priority, technology, fare, customer-information, and mobility-management planning;
- public participation, transit education, stakeholder convening, symposia, surveys, and outreach related to metropolitan planning;
- financial planning, funding strategy, TIP/MTP programming, project development, planning-level design, and evaluation of public transportation projects; and
- technical training and capacity building for MPO staff, policy members, and planning partners.

I. Pass-Through or Contracted Transit-Planning Work

1. The MPO may procure eligible consultant services or, with prior NMDOT approval, issue a downstream subaward to an eligible entity for an approved planning activity.

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2. The MPO shall identify the responsible entity and funding in the UPWP; make the subrecipient/contractor determination required by 2 CFR § 200.331; use a compliant written agreement; include applicable federal requirements; monitor performance and invoices; and obtain all products and closeout documentation.
3. Passing funds to a transit provider or local government does not relieve the MPO of responsibility for the approved UPWP task or NMDOT reporting.

J. NMDOT Oversight and Equivalent Alternatives

1. NMDOT may review compliance with this Exhibit through quarterly report review, annual or biennial oversight, risk assessments, desk or site reviews, and APER/closeout review.
2. NMDOT may require a corrective action or recovery plan when significant or repeated deficiencies threaten an approved product, milestone, budget, or subaward objective.
3. When an Exhibit A requirement is not applicable or is impracticable because of an MPO's structure, UPWP cycle, provider environment, or other documented circumstance, the MPO may request an equivalent alternative. The alternative is effective only upon NMDOT's written approval and must preserve the intended planning, coordination, reporting, and oversight outcome.

K. Continuing NMDOT Planning Administration Requirements

1. The MPO shall act as the lead agency for each UPWP task for which it is identified as responsible and shall designate a task point of contact when requested by NMDOT.
2. The MPO shall submit its draft UPWP and any substantive amendment containing MPP-funded work to NMDOT Transit and Rail for review and concurrence before final action by the MPO governing body. The draft UPWP shall be submitted no later than April 30 of the biennial renewal cycle, or another date established in writing by NMDOT.
3. The MPO shall provide NMDOT with the resolution or other official action adopting the UPWP and applicable amendments, together with the final adopted document.
4. The MPO shall coordinate planning activities, as appropriate, with local governments and offices responsible for land use, environmental, economic, and transportation planning; regional transit districts; RTPOs; other MPOs; NMDOT Transit and Rail; the NMDOT Planning Division; and affected NMDOT District Offices.
5. The MPO shall comply with applicable open-meetings and public-notice laws, including the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, et. seq., where applicable, and shall provide the designated NMDOT liaison with regular MPO meeting agendas and available packets no later than seven calendar days before each meeting, unless NMDOT approves another timeframe.
6. The MPO shall maintain an adopted and federally compliant Public Participation Plan consistent with 23 CFR § 450.316, evaluate or document the effectiveness of the public participation process as required by NMDOT or federal law, and refine the process as appropriate.
7. The MPO shall designate an appropriate civil-rights or Title VI point of contact and maintain the plans, notices, complaint procedures, accessibility practices, and supporting documentation required by NMDOT and the applicable federal award.
8. The MPO shall maintain consistency among the MTP, TIP, UPWP, APER, and other applicable planning and programming documents; respond timely to written NMDOT requests necessary to maintain the TIP or STIP; and support submission of complete and accurate project information required for programming and agreement development.
9. The MPO shall fulfill its responsibilities under the applicable written performance provisions required by 23 CFR § 450.314(h), including cooperative development and sharing of performance data, target information, and performance-reporting information with NMDOT and affected public transportation providers.
10. The MPO shall provide NMDOT with the final APER and other required planning, performance, financial, data, and closeout products in the time and manner stated in the MOA, Funding Notice/Work Authorization, Attachment A, and current written NMDOT procedures.

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ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

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ATTACHMENT A

SUBAWARD INFORMATION AS REQUIRED BY 2 CFR 200.332 REQUIREMENTS FOR PASS-THROUGH ENTITIES

(1) Federal Award Identification	
(i) Subrecipient name (which must match the name associated with its unique entity identifier)	**Las Cruces, City of**
(ii) Vendor's unique entity identifier (UEI)	**J3ZLWA2K1X47**
(iii) Federal Award Identification Number (FAIN)	**TBD**
(iv) Federal Award Date	**3/31/2026**
(v) Subaward Period of Performance Start and End Date	**10/1/2026 through 9/30/2027**
(vi) Subaward Budget Period Start and End Date	**10/1/2026 through 9/30/2027**
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	**$108,746.00**
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation	**$108,746.00**
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	**$108,746.00**
(x) Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA)	**FY26 5303 and 5304 Statewide and Metropolitan Planning Appropriation for FY27 Program Funding Award**
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	**Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149**
(xii) Assistance Listings title and number; the pass-through entity must identify the dollar amount made avaiable under each Federal award and the Assistance Listing Number number at time of disbursement	**20.509**
(xiil) Identification of whether the award is R&D	**No R&D**
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect costs	**N/A**
(2) All requirements imposed by the pass-through including requirements imposed by Federal statutes, regulations and the terms and conditions of the Federal award	**See MOA**
(3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsiblities under the Federal award. This includes information and certifications (see §200.415 Required certifications) required for submitting financial and performance reports that the pass-through entity must provide to the Federal agency	**See MOA**
(4) Indirect cost rate	**N/A**
(5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its moniitoring requirements	**See MOA**
(6) Appropriate terms and conditions concerning closeout of the subaward	**See MOA**

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NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION

NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, the **MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION**; hereinafter referred to as "**Subrecipient**" assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the
United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

    a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
    b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
    c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
    d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
    e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.,f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
    g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
    h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
    i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
    j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
    k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

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3. As required by 49 CFR § 21.7:

a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:

(1) Subrecipient implements its Award,

(2) Subrecipient undertakes property acquisitions, and

(3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.

b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.

c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:

(1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and

(2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.

d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

(1) While the property is used for the purpose that the federal assistance is extended, or

(2) While the property is used for another purpose involving the provision of similar services or benefits.

e. The United States has a right to seek judicial enforcement of any matter arising under:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, or

(3) This assurance.

f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, and

(3) Federal transit law, 49 U.S.C. § 5332.

g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.

h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:

(1) Subrecipient,

(2) Transferee,

(3) Third Party Contractor or Subcontractor at any tier,

(4) Successor in Interest,

(5) Lessee, or

(6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:

(1) Subagreement at any tier,

(2) Property transfer agreement,

(3) Third party contract or subcontract at any tier,

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(4) Lease, or
(5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
(1) Federal assistance is provided for its Award,
(2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
(3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
(4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
(5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
(1) Construct any facility,
(2) Obtain any rolling stock or other equipment,
(3) Undertake studies,
(4) Conduct research, or
(5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:
(1) Excluded from participation,
(2) Denied benefits, or
(3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: Mesilla Valley MPO

Printed Name of Authorized Representative: Russell Hernandez

Relationship of Authorized Representative: Board Chair

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: DocuSigned by: Russell Hernandez 59D700533ECF4EA... Date: 10/07/26

Printed Name of Signing Official: Russell Hernandez

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NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION

DISADVANTAGED BUSINESS ENTERPRISE
RACE-NEUTRAL IMPLEMENTATION AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS

INTRODUCTION AND INSTRUCTIONS:

The New Mexico Department of Transportation (NMDOT) Transit and Rail Division, through the NMDOT Office of Equal Opportunity Programs (OEOP), must ensure that Subrecipient of Federal Transit Administration (FTA) funds meet applicable DBE requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, Subrecipient with contracting opportunities must submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients* (Agreement).

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

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DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT for the **Mesilla Valley Metropolitan Planning Organization;** hereinafter referred to as "**Subrecipient.**"

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR Part 26.5.

II. OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The Subrecipient intends to receive federal financial assistance from the U.S. Department of Transportation (USDOT) through the New Mexico Department of Transportation (NMDOT), and as a condition of receiving this assistance, the Subrecipient will sign the New Mexico Department of Transportation's Disadvantaged Business Enterprise Race Neutral Implementation Agreement (hereinafter referred to as Agreement).

The Subrecipient must implement a policy to ensure that DBEs, as defined in 49 CFR Part 26 (also referred to as the DBE Program), have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:
To ensure nondiscrimination in the award and administration of DOT-assisted procurement and contracts of products and services contracts.
To create a level playing field on which DBE's can compete fairly for DOT-assisted procurement and contracts of products and services contracts.
To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
To help remove barriers to the participation of DBEs in DOT-assisted procurement and contracts of products and services contracts.
To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (§26.7)

Subrecipient will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Subrecipient will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)

Subrecipient will assist NMDOT to achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).
Race-neutral means include, but are not limited to, the following:

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1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);

2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);

3. Providing technical assistance and other services;

4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;

8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and

9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Subrecipient will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at https://nmdot.dbesystem.com

V. Quotas (§26.43)

Subrecipient will not use quotas or set-asides in any way in the administration of the DBE Program.

VI. DBE Liaison Officer (§26.25)

Subrecipient must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the Subrecipient and ensures that the Subrecipient is fully and properly advised concerning DBE Program matters.

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VII. Federal Financial Assistance Agreement Assurance (§26.13)

The Subrecipient will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

VIII. Required Contract Clauses (§§26.13, 26.29)

Subrecipient assures that the following clauses will be included in each USDOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

B. Prompt Payment

Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the NMDOT's prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Retainage

Subrecipient shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors.

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Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

IX. Bidders List (§26.11)

The Subrecipient will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the quoter is a New Mexico certified DBE. Subrecipient will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

X. Reporting

Subrecipient will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs upon request.

Subrecipient will complete and submit annually to the NMDOT Office of Equal Opportunity Programs the NMDOT Annual Profile Registration Form. This Form will be mailed to Subrecipient.

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Subrecipient will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs.

XI. Incorporation of Agreement

This Agreement is incorporated into Subrecipient's financial assistance agreement with NMDOT by reference and made a part of that agreement.

Date: 10/07/26	
Signature of Subrecipient Official	DocuSigned by: Russell Hernandez 59D700533ECF4EA...
Phone Number: 575-296-3428	
Printed Name of Subrecipient Official	Russell Hernandez

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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.

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: Mesilla Valley MPO

Printed Name of Authorized Representative: Russell Hernandez

Relationship of Authorized Representative: Board Chair

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

Signature: DocuSigned by: Russell Hernandez 59D700533ECF4EA... Date: 10/07/26

Printed Name of Signing Official: Russell Hernandez