



Santa Fe Metropolitan Planning Organization

"Promoting Interconnected Transportation Options"



DATE: October 7, 2015

TO: Finance Committee/City Council

VIA: Kate Noble, Acting Director *KW*
Housing and Community Development Department

FROM: Mark Tibbetts, MPO Officer *MT*

ITEM & ISSUE

The New Mexico Department of Transportation (NMDOT) administers and authorizes federal transportation planning funds annually to the Santa Fe Metropolitan Planning Organization (MPO) for operating expenses. Federal Fiscal Year 2016 Section 112 grant funds totaling \$208,718 are from the Federal Highway Administration (FHWA). The City of Santa Fe as fiscal agent provides the required local match of \$35,568. The local match is supported by the ½% GRT Income Fund. MPO expenses are invoiced, approved by Finance, and submitted quarterly to NMDOT for reimbursement. The Business Unit for the Section 112 Grant is #22305.

Please see attached documentation: FFY 2016 Section 112 Work Authorization/ Notice to Proceed Letter, Cooperative Agreement with NMDOT, and BAR for the funding increase.

ACTION REQUIRED

Approve request for FHWA Section 112 transportation planning funds for the Santa Fe Metropolitan Planning Organization.



Work Authorization/Notice to Proceed

October 1, 2015

Mr. Mark Tibbetts
City of Santa Fe and Santa Fe Metropolitan Planning Organization
500 Market Street, Suite 200
PO Box 909
Santa Fe, NM 87504

RE: Notice to proceed

Dear Mr. Tibbetts:

This is your Work Authorization/Notice to Proceed with the tasks identified in your current UPWP/RWP. Reference the attached Purchase Order and the following information in the cover letter submitted with each reimbursement packet.

- Contract/Cooperative Agreement No: D14792
Project/Control No: P515130
Vendor No: 54360
Purchase Order No: 0000227711
Authorized Amount/Project Total: \$244,286
Federal Amount: \$208,718
Local Match Amount: \$35,568

Sincerely,

[Handwritten signature]

Anne McLaughlin, Statewide Planning Bureau Chief

Attachment: Purchase Order

Copy: Richard Martinez
Vanessa Ytuarte
Geraldine Sanchez

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Chairman
District 4

Dr. Kenneth White
Secretary
District 1

David Sepich
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6

ITEM # 15-0295

Contract # D14792

Vendor # 54360

COOPERATIVE AGREEMENT

This grant agreement is between the New Mexico Department of Transportation (the "Department") and Santa Fe Metropolitan Planning Organization (the "Grantee"). The Department and the Grantee agree as follows:

1. **Award.** ~~The Department~~ hereby awards the Grantee funding for the following project: Unified Planning Work Programs for Federal Fiscal Years 2015-2018.

2. **Scope of Work.** The Grantee shall perform the professional services stated in the Unified Planning Work Program for the current fiscal year and the Department's Planning Procedures Manual.

3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Planning Procedures Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the agreement, after termination of the agreement, or in excess of the amount of the award noted in section 1. The Grantee must submit its final reimbursement request no later than thirty days after termination of this agreement.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the agreement and for three years from the date of submission of the final expenditure report. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the agreement and for five years after termination. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this agreement.

6. **Termination.** The Department may terminate this agreement for any reason, by giving the Grantee thirty days written notice. The Grantee may only terminate this agreement based on the Department's uncured, material breach of the agreement. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The parties acknowledge that termination will not nullify obligations incurred prior to termination.

7. **Appropriations.** The Grantee acknowledges that:
(1) this agreement is contingent upon sufficient appropriations and authorizations being made by

unenforceable, the rest of the agreement will remain in effect as written.

11. **Tort Claims.** The parties intend that (1) immunity from liability for tortious conduct under NMSA 1978, § 41-4-4(A) will apply to all conduct relating to this agreement, (2) only the waivers of immunity from liability under NMSA 1978, §§ 41-4-4 through -12 will apply, and (3) this agreement does not waive immunity from liability for tortious conduct relating to this agreement of any employee of the Department or the ~~Grantee~~.

12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in section 2.

14. **Term.** This agreement takes effect upon signature of all parties. If the Grantee does not deliver the signed agreement to the Department within sixty days of the Department's signature, the agreement will be voidable by the Department. The agreement terminates at midnight on September 30, 2018 unless earlier terminated as provided in section 6 or section 7.

15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this agreement.

16. **Amendment.** No amendment of this agreement will be effective unless it is in writing and signed by the parties.

17. **No Third-party Beneficiary.** This agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

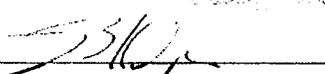
18. **Merger.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of the agreement and supersedes all other agreements, whether written or oral, between the parties, except that this agreement does not supersede the Grantee's rights under any other grant agreement.

19. **Disadvantaged Business Enterprise.** The recipient 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 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 DOT-assisted contracts. The recipient'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 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.*).

Each party is signing this agreement on the date stated opposite that party's signature.

ACCEPTED BY THE CITY OF SANTA FE AS FISCAL AGENT FOR THE MPO

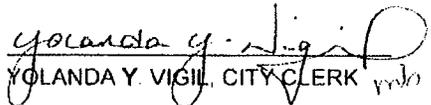
CITY OF SANTA FE:



BRIAN K. SNYDER, CITY MANAGER

DATE: 4-28-15

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK *mb*

DATE: 5-4-15

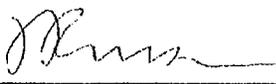
APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

DATE: 4/15/15

APPROVED:



OSCAR RODRIGUEZ, FINANCE DIRECTOR

DATE: 4-27-2015