

# CITY of ALBUQUERQUE

## TWENTY FOURTH COUNCIL

COUNCIL BILL NO. R-21-185 ENACTMENT NO. \_\_\_\_\_

SPONSORED BY: Isaac Benton

1 RESOLUTION

2 APPROVING AND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS  
3 FROM THE NEW MEXICO STATE HIGHWAY AND TRANSPORTATION  
4 DEPARTMENT AND PROVIDING AN APPROPRIATION TO THE PARKS AND  
5 RECREATION DEPARTMENT IN FISCAL YEAR 2022.

6 WHEREAS, the City has as one of its goals to promote youth safety through  
7 the AMPA-Wide Youth Bicycle/Pedestrian Safety Education Program through  
8 education on multi-modal transportation and proper use of infrastructure; and

9 WHEREAS, the Transportation Alternative Program (TAP) is a federal-aid  
10 cost reimbursement program that provides federal funding for programs and  
11 projects defined as transportation alternatives; and

12 WHEREAS, The New Mexico Department of Transportation's Stewardship  
13 and Oversight agreement with the Federal Highway Administration, New  
14 Mexico Division, is responsible for implementing TAP in New Mexico; and

15 WHEREAS, the grant funds in the amount of \$110,000 are available for this  
16 purpose for fiscal year 2022 from the New Mexico Department of  
17 Transportation; and

18 WHEREAS, the City of Albuquerque is desirous of accepting these funds  
19 which require a city cash match of \$18,745 to support this project and is  
20 available in the General Fund Transfer to Operating Grants.

21 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF  
22 ALBUQUERQUE:

23 SECTION 1. That the attached application for the Transportation  
24 Alternative Program Grant for an AMPA-Wide Youth Bicycle/Pedestrian Safety  
25 Education Program is hereby approved, and its acceptance and filing with the  
26 appropriate official or office is in all respects approved.

[Bracketed/Underscored Material] - New  
[Bracketed/Strikethrough Material] - Deletion

SECTION 2. That upon approval, funds in the amount of \$128,745 including \$110,000 from the New Mexico Department of Transportation and \$18,745 from the Transfer to Operating Grants Program in the General Fund is hereby appropriated to the Parks & Recreation Department for an AMPA-Wide Youth Bicycle/Pedestrian Safety Program Grant in the Operating Grants Fund 265 for Fiscal Year 2022.

[Bracketed/Underscored Material] - New  
[Bracketed/Strikethrough Material] - Deletion



# City of Albuquerque

Albuquerque, New Mexico


Office of the Mayor

Timothy M. Keller

## Interoffice Memorandum

April 29, 2021

**To:** Cynthia D. Borrego, President, City Council

**From:** Tim Keller, Mayor 

**Subject:** Approving and Authorizing the Acceptance of Transportation Alternative Large Urban Grant Funds.

The attached Resolution is hereby submitted by the Parks and Recreation Department to accept Transportation Alternative Large Urban Grant funds. The funds awarded to the City of Albuquerque total \$110,000 for fiscal year 2022.


The State of New Mexico, under the Transportation Alternative Program, makes grant funds available to the New Mexico counties, cities, and towns for the purpose of transportation alternatives. The City of Albuquerque has applied to the New Mexico Department of Transportation for a grant totaling \$110,000. City funds of \$18,745 will be used to cover City Match and \$2,119 of indirect overhead. The total project amount is \$130,864.

This resolution is forwarded to the City Council for consideration and action.

Approved:


Approved as to Legal Form:

DocuSigned by:  
  
5/3/2021 | 9:37 AM MDT  
Chief Administrative Officer Date

DocuSigned by:  
  
4/30/2021 | 12:41 PM MDT  
City Attorney Date

Recommended:

DS  


DocuSigned by:  
  
4/30/2021 | 10:01 AM PDT  
Director Date



## **Cover Analysis**

### **1. What is it?**

A Resolution Approving and Authorizing the Acceptance of the Transportation ALT Large Urban (TAPL) Grant Funds, a grant under the Transportation Alternative Program with the State of New Mexico, Department of Transportation; and providing an appropriation to the City of Albuquerque, Parks and Recreation Department, for FY2022.

### **2. What will this piece of legislation do?**

This grant will used to educate the City of Albuquerque's youth in bicycle/pedestrian safety and to promote bicycling/walking as a viable alternative mode of transportation and to increase the number of walkers/bicycle riders, reduce traffic congestion, and improve the City's air quality.

### **3. Why is this project needed?**

The City recognizes the need to encourage and educate the youth of Albuquerque to bicycle/walk for transportation and recreation and to encourage safe practices.

### **4. How much will it cost and what is the funding source?**

The attached resolution from the Parks and Recreation Department authorizes a grant under the Transportation Alt. Large Urban (TAPL) Funds. The funds awarded to the City of Albuquerque total \$110,000, an additional \$18,745 is the City's required Cash Match, and \$2,119 for indirect overhead.

### **5. Is there a revenue source associated with this contract? If so, what level of income is projected?**

Approved expenses are reimbursed by the State of New Mexico.

### **6. What will happen if the project is not approved?**

The education of Bicycle/Pedestrian Safety for the City's youth will no longer be available through the City of Albuquerque. Bicycle and walking accidents will increase in number. The number of bicycle riders will decrease, which will increase traffic congestion causing the City's air quality to decline.

### **7. Is this service already provided by another entity?**

No

FISCAL IMPACT ANALYSIS

TITLE: Agreement with the State of New Mexico, Department of Transportation to provide an AMPA wide Bike/Pedestrian Safety Education Program R: O: FUND: 265 DEPT: Parks & Rec.

- [ ] No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- [x] (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

		Fiscal Year 2022	TOTAL
Base Salary/Wages		32,800	32,800
Fringe Benefits at	7.65%	2,510	2,510
Subtotal Personnel		35,310	35,310
Operating Expenses		93,435	93,435
Property			
Indirect Costs	6.00%	2,119	2,119
Total Expenses		130,864	130,864
[ ] Estimated revenues not affected			
[x] Estimated revenue impact			
Amount of Grant		110,000	110,000
City Cash Match		18,745	18,745
City In-kind Match			
City IDOH		2,119	2,119
Total Revenue		130,864	130,864

These estimates do not include any adjustment for inflation.

\* Range if not easily quantifiable.

Number of Positions created

COMMENTS: New Mexico Department of Transportation provides funds for one fiscal year, FY22, at \$110,000 and require a City Match \$18,745. This grant provides AMPA-wide Bike/Ped Safety Education program that will promote alternative means of transportation. Grant period for Contract D15773/3 is October 1, 2021 through September 30, 2022. IDOH based on FY21 rate for wages and fringe benefits at 6.0% for the Parks and Recreation Department.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

DocuSigned by:

Jerry Rowe

6/2/2021 | 8:56 AM MDT

FISCAL ANALYST

Date

APPROVED:

DocuSigned by:

Robert J. Davis

6/2/2021 | 8:03 AM PDT

DIRECTOR

Date

REVIEWED BY:

DocuSigned by:

Michael

6/3/2021 | 8:31 AM MDT

EXECUTIVE BUDGET ANALYST

DocuSigned by:

Lawrence L. Davis

6/3/2021 | 9:51 AM MDT

BUDGET OFFICER

Date

DocuSigned by:

Christina Bernier

6/7/2021 | 8:45 AM MDT

CITY ECONOMIST



January 14, 2021

Mr. Hugh Hulse  
Recreation Services Program Coordinator  
City of Albuquerque Parks and Recreation  
1801 4th Street NW  
Albuquerque, New Mexico 87102

RE: Control Number: A300717

Dear Mr. Hulse:

Enclosed for your coordination of signatures are three originals of the Cooperative Project Agreement for the project referenced above. Please return them to your Region T/LPA Coordinator. An original will be mailed to you at the time they are fully executed.

If you have any questions concerning the agreement or if I can be of further assistance, please contact me at 505-660-6102.

Sincerely,

*Kimberly Perry* for Sean Sandoval

Sean Sandoval  
Division Director  
Project Oversight Division

Concur:

Region T/LPA Coordinator

**Michelle Lujan  
Grisham**  
Governor

**Michael R. Sandoval**  
Cabinet Secretary

**Commissioners**

**Jennifer Sandoval**  
Commissioner, Vice-Chairman  
District 1

**Bruce Ellis**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6

Contract No.:	<u>D15773/3</u>
Vendor No.:	<u>0000054306</u>
Control No.:	<u>A300717</u>
CFDA No:	<u>20.205- Highway Planning &amp; Construction</u>

**THIRD AMENDMENT TO  
COOPERATIVE PROJECT AGREEMENT – PROGRAMMATIC WORK**

This **Third Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Albuquerque (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

**RECITALS**

**Whereas**, the Department and the Public Entity entered into an Agreement, Contract No. D15773, on December 19, 2017; and,

**Whereas**, Section 23 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

**Whereas**, the Department and the Public Entity want to modify the funding and the scope of work; and,

**Whereas**, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

**Whereas**, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

**1. Section 1, Project Funding and Description**, is deleted and replaced by the following:

- 1. Funding and Project Description**
  - a. Funding for Program Work is as follows:
    - 1. FFY 2018 TRANSP. ALT LARGE URBAN (TAPL) Funds**
      - Department’s 85.44% share** \$110,000
      - Increase youth safety in the AMPA through education on multi-modal transportation and proper use of infrastructure. AMPA wide Bike/Ped safety education program- AMPA wide. (Description as per STIP database for Project Control No. A300717.)
    - 2. City’s matching 14.56% share** \$18,745
    - For the purpose stated above.
    - 3. The Total Project (Program Work) Funding** \$128,745

- |   |                  |
|---|------------------|
| <b>4. <u>FFY 2019 TRANSP. ALT LARGE URBAN (TAPL) Funds</u></b>  |                  |
| <b><u>Department's 85.44% share</u></b>   | <b>\$110,000</b> |
| Increase youth safety in the AMP A through education on multi-modal transportation and proper use of infrastructure. AMPA wide Bike/Ped safety education program-AMPA wide. (Description as per STIP database for Project Control No. A300717.)   |                  |
| <b>5. <u>City's matching 14.56% share</u></b>   | <b>\$18,745</b>  |
| For the purpose stated above.   |                  |
| <b>6. <u>The Total Project (Program Work) Funding</u></b>   | <b>\$128,745</b> |
| <b>7. <u>FFY 2020 TRANSP. ALT LARGE URBAN (TAPL) Funds</u></b>  |                  |
| <b><u>Department's 85.44% share</u></b>   | <b>\$110,000</b> |
| Increase youth safety in the AMP A through education on multi-modal transportation and proper use of infrastructure. AMP A wide Bike/Ped safety education program-AMP A wide. (Description as per STIP database for Project Control No. A300717.)   |                  |
| <b>8. <u>City's matching 14.56% share</u></b>   | <b>\$18,745</b>  |
| For the purpose stated above.   |                  |
| <b>9. <u>The Total Project (Program Work) Funding</u></b>   | <b>\$128,745</b> |
| <b>10. <u>FFY 2021 TRANSP. ALT LARGE URBAN(TAPL) Funds</u></b>  |                  |
| <b><u>Department's 85.44% share</u></b>   | <b>\$110,000</b> |
| Increase youth safety in the AMPA through education on multi-modal transportation and proper use of infrastructure. AMPA wide Bike/Ped safety education program-AMPA wide.(Description as per STIP database, this agreement only pertains to the Programmatic Work portion of Project Control No.A300717 .) |                  |
| <b>11. <u>City's matching 14.56% share</u></b>  | <b>\$18,745</b>  |
| For the purpose stated above.   |                  |
| <b>12. <u>The Total Project Funding for Programmatic Work</u></b>   | <b>\$128,745</b> |
| <b>13. <u>The Total Project Funding</u></b>   | <b>\$514,980</b> |
2. **Section 20, Term**, is deleted and replaced with the following:
- 20. Term.**  
This Agreement is effective on December 19, 2017. This Agreement terminates on **September 30, 2022**. If a contract term extension is needed, the Public Entity must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.
3. Exhibit A in the First Amendment and Exhibit B in the Second Amendment are deleted and replaced with the attached Exhibit A.  
All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Third Amendment.

**The remainder of this page is intentionally left blank.**

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Aaron Frankland, Deputy General Counsel Date: Feb 1, 2021  
Aaron Frankland, Deputy General Counsel (Feb 1, 2021 13:42 MST)  
Assistant General Counsel

City of Albuquerque  
DocuSigned by:  
By: [Signature] Date: 5/3/2021 | 9:37 AM MDT  
Chief Administrative Officer

**ATTEST**

DocuSigned by:  
By: Ethan Watson Date: 5/3/2021 | 8:35 AM PDT  
CITY OF ALBUQUERQUE Clerk

Approved as to form and legal sufficiency by the City's Attorney

DocuSigned by:  
By: Esteban A. Aguilar, Jr. Date: 4/30/2021 | 12:41 PM MDT  
Attorney

**EXHIBIT A****2 CFR 200.331 Requirements****Federal Award Identification.**

(i) Public Entity name (which must match the name associated with its unique entity identifier);	<b>City of Albuquerque</b>
(ii) Public Entity's unique entity identifier (DUNS);	<b>179480397</b>
(iii) Federal Award Identification Number (FAIN);	<b>Please see approved Federal Highway form.</b>
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	<b>Please see date on approved Federal Highway form.</b>
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	<b>Please see date on approved Federal Highway form thru 9/30/2022 (End Date).</b>
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	<b>\$440,000</b>
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	<b>This award is in addition to any previous awards received by sub-recipient from NMDOT.</b>
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	<b>The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.</b>
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	<b>Federal Highway Administration (FHWA)</b>
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	<b>FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149</b>
(xi) CFDA Number and Name;	<b>20.205- Highway Planning &amp; Construction</b>
(xii) Identification of whether the award is R&D; and	<b>No R&amp;D</b>
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	<b>N/A</b>





**X** **DCU TEMPLATE** **X**

PROJECT NUMBER: A300717

CONTROL NUMBER: A300717

PROJECT DOC CLASS: FHWA

DOC TYPES: PROJECT AGREEMENT

DOCUMENT DESCRIPTION: A300717 Agreement

DOCUMENT DATE: 1/5/2018

SUBCONTRACT NUMBER:

CHANGE ORDER:

ESTIMATE NUMBER:

CUSTOMER NAME:

**X** **DCU1** **X**





January 4, 2018

Ms. Debbie Bauman  
Transportation Planning & Program Manager  
City of Albuquerque  
P.O. Box 1293 Room 304, 3rd Floor  
Albuquerque, New Mexico 87103

RE: Control Number: A300717

Dear Ms. Bauman:

Enclosed for your files is an original of the fully executed Cooperative Project Agreement referenced above, along with the approved Fed Form and Purchase Order. These documents are your notice to move forward with the work as described in the attached agreement.

Please call Luke Smith at 505-798-6708 for any questions regarding this project. Please refer to the Department Tribal/Local Government Handbook for any information regarding project processes. You may obtain a copy from the Department's web site <http://dot.state.nm.us/en/Infrastructure.html> under the "Local Government Agreement Unit," at or by calling our Unit directly.

For Federal Reporting purposes please use the following Catalog of Federal Domestic Assistance (CFDA) code: 20.215- Highway Training & Education

If you have any questions concerning the agreement or if I can be of further assistance, please contact me at 505-476-3784.

Sincerely,

A handwritten signature in blue ink, appearing to read "SSD".

Sean Sandoval  
T/LPA /Capital Outlay Program Manager  
Project Oversight Division

Enclosures

c: Kenneth Murphy, P.E. District 3 Engineer  
Luke Smith, Central Region T/LPA Coordinator

**Susana Martinez**  
Governor

**Tom Church**  
Cabinet Secretary

**Commissioners**

**Ronald Schmeits**  
Chairman  
District 4

**Dr. Kenneth White**  
Secretary  
District 1

**David Sepich**  
Commissioner  
District 2

**Butch Mathews**  
Commissioner  
District 5

**Jackson Gibson**  
Commissioner  
District 6

Run Date: 12/11/2017  
Run Time: 16:30:53

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
FEDERAL-AID PROJECT AGREEMENT**

Report: FMISD05A  
Page 1 of 2

RECIPIENT: 35-New Mexico

FEDERAL PROJECT NO: A300717

RECIPIENT PROJ. NO(S): A300717

1. The State through its department of transportation, or other recipient, has complied, or hereby agrees to comply, with the applicable terms and conditions set forth in (a) Title 23, U.S. Code, highways; (b) The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration; and (c) All other applicable federal laws and regulations. 2. The State, or other recipient, stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170—Award terms for Reporting subaward and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be subawarded to a subrecipient, 2 CFR 200.331.3. Relative to the above designated project, the FHWA has authorized certain work to proceed as evidenced by the date entered opposite the specific item of work. For such authorized work, the federal funds obligated or advance-construction authorized, are not to exceed the amount shown herein. The balance of the estimated total project cost is an obligation of the State or other direct recipient. 4. Such authorization of Federal funds extends only to project costs incurred by the State, or other recipient, following Federal Highway Administration's authorization to proceed with the project.

**PROJECT TITLE:** T/LPA - AMPA WIDE BIKE/PED SAFETY EDUCATION PROGRAM - AMPA WIDE, INCREASE YOUTH SAFETY IN THE AMPA THROUGH EDUCATION ON MULTI-MODAL TRANSPORTATION  
**PROJECT DESCRIPTION:** T/LPA - AMPA WIDE BIKE/PED SAFETY EDUCATION PROGRAM - AMPA WIDE, INCREASE YOUTH SAFETY IN THE AMPA THROUGH EDUCATION ON MULTI-MODAL TRANSPORTATION AND PROPER USE OF INFRASTRUCTURE.  
**DUNS#:** 956779029

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT	EFFECTIVE DATE OF AUTHORIZATION
HIGHWAY PLANNING & RESEARCH	
PRELIMINARY ENGINEERING	
RIGHT-OF-WAY	
CONSTRUCTION	
OTHER	12/11/2017

PROGRAM CODE	FAIN	URBAN/ WITH	TOTAL COST	FEDERAL SHARE	FEDERAL FUNDS UNDER AGREEMENT	ADVANCED CONST. FUNDS
M3E1	35A300717		\$128,745.00	85.44%	\$110,000.00	\$0.00
	M3E1					
TOTAL			\$128,745.00		\$110,000.00	\$0.00

ESTIMATED TOTAL COST: \$128,745.00  
TOTAL AUTHORIZED FOR PROJECT: \$110,000.00

**NEW MEXICO STATE HIGHWAY DEPARTMENT**

AVAILABLE FUNDS CERTIFIED BY:	Melissa Rael	DATE:	12/01/2017
APPROVED AND REQUESTED BY:	Melissa Rael	DATE:	12/01/2017
AGRMT/MODIFY REQUESTED BY:	Sean Sandoval	DATE:	12/04/2017

**FEDERAL HIGHWAY ADMINISTRATION**

PROJECT INFORMATION REVIEWED BY:	Marilyn Ochoa	DATE:	12/11/2017
APPROVAL RECOMMENDED BY:	Marilyn Ochoa	DATE:	12/11/2017
APPROVED AND AUTHORIZED BY:	Monica Gourd	DATE:	12/11/2017

**RECIPIENT REMARKS:** Fed Form Entered by Luke Smith 12/1/2017. Funding entered as construction but this is a programmatic Agreement, NOT construction.  
This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

**DIVISION REMARKS:**



# State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

**Department of Transportation**

P O Box 1149  
Santa Fe NM 87504-1149  
United States

**Approved****Dispatch Via Print**

<b>Purchase Order</b> 80500-0000274943	<b>Date</b> 12-29-2017	<b>Revision</b>
<b>Payment Terms</b> Pay Now	<b>Freight Terms</b> FOB Destination	<b>Ship Via</b> Best Way
<b>Buyer</b> Melissa A. Rael	<b>Phone</b>	<b>Currency</b> USD

**Supplier:** 0000054306  
CITY OF ALBUQUERQUE  
TREASURY ROOM 1080 B  
1 CIVIC PLAZA NW  
ALBUQUERQUE NM  
87103-0000  
United States

**Ship To:** 03 DISTRICT 3  
United States

**Bill To:** P O Box 1149  
Santa Fe NM 87504-  
1149  
United States

Origin:	CON	ExclExcl#:					
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	LGU - CONST, FY 2018, INCREASE YOUTH SAFETY IN THE AMPA THROUGH EDUCATION ON MULTI- MODAL TRANSPORTATION AND PROPER USE OF INFRASTRUCTURE. AMPA WIDE BIKE/PED SAFETY EDUCATION PROGRAM		1.00	EA	\$128,745.00	\$128,745.00	12/29/2017
80500-20100-9001030000-535300-55301- -HWAA300717- -118-B0000					<b>Schedule Total</b>	\$128,745.00	
Contract ID: D15773			Contract Line: 0	Release: 1	Category Line: 0		
					<b>Item Total</b>	\$128,745.00	
2 - 1	LOCAL MATCH, REVERSAL 14.56% CITY'S MATCHING SHARE		1.00	EA	(\$18,745.00)	(\$18,745.00)	12/29/2017
80500-20100-9001030000-535300-55301- -HWAA300717- -118-B0000					<b>Schedule Total</b>	(\$18,745.00)	
Contract ID: D15773			Contract Line: 0	Release: 2	Category Line: 0		
					<b>Item Total</b>	(\$18,745.00)	
					<b>Total PO Amount</b>	\$110,000.00	

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

Contract Number

Vendor Number

Control Number

D15773

0000054306

A300717

**COOPERATIVE PROJECT AGREEMENT – PROGRAM WORK**

**This Agreement** is between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (“Department”), and the City of Albuquerque (“Public Entity”), collectively referred to as the “Parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

**1. Purpose.**

The purpose of this Agreement is to provide Federal Highway Administration (FHWA) funds to the Public Entity for the administration of transportation project described in the Statewide Transportation Improvement Program (STIP). The deliverables under this Agreement may be referred to as the “Program Work” is referred to interchangeably as “Project” or “Project Control No. A300717.” The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction.

**2. Funding.**

- a. The total funding for Project Control No. A300717, is One Hundred Twenty Eight Thousand Seven Hundred Forty Five Dollars and No Cents (\$128,745) which will be shared by the Parties as follows:

1. **FFY 2018 TRANSP. ALT LARGE URBAN (TAPL) Funds**

**Department’s 85.44% share**

\$110,000

Increase youth safety in the AMPA through education on multi-modal transportation and proper use of infrastructure. AMPA wide Bike/Ped safety education program- AMPA wide. (Description as per STIP database for Project Control No. A300717.)

2. **City’s matching 14.56% share**

\$18,745

For the purpose stated above.

3. **The Total Project (Program Work) Funding**

\$128,745

- b. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section.

**3. Method of Payment -- Reimbursement.**

The Department’s Regional T/LPA coordinator shall reimburse the Public Entity upon receipt of payment requests for the purposes stated in Section 2 above, with supporting documentation as determined and/or approved by the Department, certifying that costs have been incurred in compliance with this Agreement. Invoices will be accepted monthly, but must be submitted at a minimum quarterly to the Department’s Region T/LPA coordinator. Payment requests shall be

identified by the project control number and certified that the requests accurately reflect work completed, amount due and the remaining Agreement balance. All expenses must be actual, rather than estimated, and listed on the payment request as charged. Only those expenses that are properly documented and deemed eligible will be reimbursed. Incomplete submittals will be returned to the Public Entity for corrections.

Eligible costs are those costs attributable to and allowed under the Project and the provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards.

The Department's Region T/LPA coordinator will not reimburse the Public Entity for costs incurred prior to obligation of federal funding and the full execution of this Agreement, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. The Public Entity request for reimbursement shall be submitted to the Department's Region T/LPA coordinator within thirty (30) calendar days of completion of the Project and prior to the termination date identified within Section 20.

#### **4. Public Entity Shall:**

- a. Act in the capacity of the lead agency for the Project.
- b. Use the Project Control Number in all correspondence and submittals to the Department.
- c. In the event a contract term extension is needed, provide written notice to the Department sixty (60) days prior to the expiration date identified in Section 20 below to ensure timely processing.
- d. Pay all costs, perform all labor, and supply all material for the Project.
- e. Identify a single point of contact for the Project who may be either a Public Entity employee or consultant, for all communications to or from the Department.
- f. Provide verification that the contractor hired for the execution of the Project was solicited and hired in compliance with governing federal, state and local procurement requirements.
- g. Develop and execute the Project in accordance with the Department's current Tribal/Local Public Agency Handbook, and the New Mexico Transportation Department's Office Procedures Manual.
- h. Warrant, covenant, and agree that they will comply with conditions and terms contained in all appendices attached hereto. They will perform any and all applicable obligations contained herein.
- i. Register with [www.sam.gov](http://www.sam.gov) and DUNS.
- j. If the Public Entity receives a combined \$750,000 in Federal funding, which would require an audit pursuant to OMB Super Circular Section 200.501.
- k. Ensure all Project plans require that all program materials for public use, which includes bicycles, are in accordance with "Buy America" requirements (41 U.S.C. 8301-8305), which require proof of origin and place of manufacture of iron and steel products and materials to be made in America.

#### **5. The Department Shall:**

- a. Assign the Department's Central Region T/LPA Coordinator as the single point of contact of the Project and to monitor and oversee progress under this Agreement.



**6. Both Parties Agree:**

Review of documents by the Department does not relieve the Public Entity, or its consultants, of its responsibility for errors and omissions.

**7. Project Responsibility.**

The Public Entity is solely responsible for ensuring that the Project is carried out to completion. The services required under this Agreement shall remain the full responsibility of the Public Entity, unless stated otherwise in the Agreement.

**8. Public Entity Sole Jurisdiction.**

After the completion of this Agreement, ownership of the Project shall remain solely with the Public Entity.

**9. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state and local laws and regulations, and applicable Department policies in the performance of this Agreement. These laws include, but are not limited to: FHWA memorandums; Authorization to proceed and project monitoring at 23 CFR Part 630.106; Agreement provisions at 23 CFR Part 630.112; Project approval and oversight at 23 U.S.C. § 106 [as amended by SAFETEA-LU section 1904]; Single Audit Act Amendments of 1996 (P.L. 104-156)/OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18; Titles VI and VII of the Civil Rights Act of 1964 and related statutes; applicable provisions of the Disadvantaged Business Enterprise Program, 49 CFR Part 26; the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, Executive Order 12898, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, and Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375; the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252; 2 CFR Part 170; and 2 CFR Part 25; the NMAC 17.4.2; Public Utilities and Utility Services, Utility right of Way and Easements, Requirements for Occupancy of State Highway System Right-of-Way by Utility Facilities.

Additionally, the Public Entity shall comply with all applicable federal, state and local laws and regulations governing environmental issues, workplace safety, employer-employee relations and all other laws and regulations governing operation of the workplace. The Public Entity shall ensure that the requirements of this compliance are made a part of each contract and subcontract on this Project at all tiers.

**10. Federal Grant Reporting Requirements.**

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

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



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

The Department will extract as much information as possible from the Public Entity's grant application and standard reports. More information on the Transparency Act may be located via the following links: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>; and, <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### **11. Disadvantaged Business Enterprise (DBE) Program.**

- a. Required Contract Assurance: Each contract the Department signs with the Public Entity and each subcontract the Public Entity signs with a consultant or subconsultant must include the following assurance: "The contractor, sub-recipient or subconsultant 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 26 in the award and administration of U.S. Department of Transportation-assisted contracts". Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Department deems appropriate which may include but is not limited to:
  1. Withholding of monthly progress payment;
  2. Assessing sanctions;
  3. Liquidated damages; and/or
  4. Disqualifying the contractor from future bidding as non-responsive
- b. DBE Program Obligations: The portion of the Department's tri-annual state DBE goal applicable to federal-aid projects which shall be attained through race neutral measures. Accordingly, even though other contracts do not have contract specific DBE goals assigned to them, the Department encourages the Public Entity and its consultants and contractors to facilitate small business and DBE participation on this Project and to take all reasonable steps to eliminate obstacles that may preclude such participation.
- c. Provision of DBE Program Information: The Public Entity shall provide any DBE related information or data to the Department's Central Region T/LPA Coordinator or the

Department's Office of Equal Opportunity Programs, including but not limited to lists of quoters and DBE monthly participation forms, as required or upon request.

## **12. Title VI Program Obligations.**

- a. Public Entity Assurances – Each contract the Public Entity enters into with another contractor or recipient on a project assisted by the United States Department of Transportation (USDOT), and any subcontract thereto, shall include the assurances contained in **Appendix A** as applicable:
- b. The Public Entity shall sign and submit the attached **Appendix A** (Title VI Nondiscrimination Assurances For FHWA Recipients) to the Department's Construction and Civil Rights Bureau. By signing **Appendix A**, assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Public Entity.
- c. The Public Entity shall require sub-recipients to sign and submit the attached **Appendix A** (Title VI Nondiscrimination Assurances For FHWA Recipients) to the Department's Construction and Civil Rights Bureau for each contract the Public Entity enters into with a contractor or sub-recipient on a USDOT-assisted project, and any subcontract thereto.

## **13. Third Party Beneficiary.**

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.

The Department will not be a party to any claim between Public Entity and their designated consultant or subconsultant at any tier.

## **14. New Mexico Tort Claims Act:**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. 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 common law or the New Mexico Tort Claims Act.

## **15. Office of Inspector General Reviews.**

The Public Entity shall provide to all firms or individuals seeking a services contract related to this Agreement the reporting and oversight requirements that each will be bound to from the time of bid or proposal submission. The following provisions must be included in all contracts or subcontracts for services for a federally-funded project.

- a. Inspector General Reviews. Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned.

- b. Access of Offices of Inspector General to Certain Records and Employees. With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 5 U.S.C. App. §§ 3 or 8G, is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions.
  - 1. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract.
  - 2. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or local government agency administering the contract, regarding such transactions.
  - 3. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- c. New Mexico Department of Transportation/Office of Inspector General. As specified in New Mexico State Transportation Commission Policy Number 30 (CP-30), current as of the date of execution of this Agreement, has the authority to carry out all duties required, which are the same as those specified in federal law: Office of Inspector General, 23 U.S.C. §302 (the capability to carry out the duties required by law);; the State Departments of Transportation are responsible for ensuring that all federal-aid projects are carried out in accordance with federal requirements. This responsibility was specifically clarified in 23 U.S.C. § 106, as amended by Section 1904(a) of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59).

#### **16. Access to Records, Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements. The Public Entity shall maintain all records and documents relative to the Project for five (5) years after completion of the Project or termination of this Agreement. The Public Entity shall furnish the Department, State Auditor, or appropriate federal auditors, upon demand, any and all records relevant to this Agreement for auditing purposes. If an audit determines that a specific expense was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense identified shall be reimbursed to the Department within thirty (30) days of written notification.

#### **17. Appropriation.**

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

**18. Scope of this Agreement.**

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

**19. 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.

**20. Term.**

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **September 30, 2020**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department Region T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

**21. Termination.**

- a. The Department may terminate this Agreement if the funds identified in Section 2 above have not been contractually committed between the Public Entity and a contractor within three (3) months from the date this Agreement is effective.
- b. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past 12 months. If the Department determines a project to be inactive, the Department may, as directed by FHWA, terminate the agreement and redirect the unexpended balance pursuant to 23 CFR Part 630.106.
- c. The Department may, at its option, terminate this Agreement if the Public Entity fails to comply with any provision of this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.
- d. If Public Entity decides to terminate they will need to submit official letter with justification on why project is being terminated. They will also need to work with Region T/LPA Coordinator to make sure all steps have been followed as per FHWA Termination process.

**22. Principal Contacts and Notices.**

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by E-mail) and shall be given to the principal contacts listed below.

**Central Region T/LPA Coordinator**

Luke Smith  
Central Region T/LPA Coordinator  
New Mexico Department of Transportation  
PO Box 90940, Building A  
Albuquerque, New Mexico 87199-1750  
Office: 505-798-6708  
E-mail: Luke.Smith@state.nm.us

**District T/LPA Coordinator**

Jill Mosher, P.E.  
T/LPA Coordinator  
New Mexico Department of Transportation  
P.O. Box 91750 Bldg. A  
Albuquerque, New Mexico 87199-1750  
Office: 505-798-6621  
E-Mail: Jill.Mosher@state.nm.us

**Public Entity**


Debbie Bauman  
Transportation Planning & Program Manager  
City of Albuquerque  
P.O. Box 1293 Room 304, 3rd Floor  
Albuquerque, New Mexico 87103  
Office: 505-768-3649  
E-mail: dbauman@cabq.gov

**23. Amendment.**

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties.

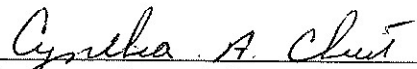
In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By:   
Cabinet Secretary or Designee

Date: 12/19/12

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:   
Assistant General Counsel

Date: 10-20-17

**CITY OF ALBUQUERQUE**

See page  
9a for  
City's signature  
page.

Date: \_\_\_\_\_

Date: \_\_\_\_\_


by the City's Attorney

By: \_\_\_\_\_  
CITY OF ALBUQUERQUE Attorney

Date: \_\_\_\_\_


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

**CITY OF ALBUQUERQUE**

BY:  DATE: 11/22/17

Chief Administrative Officer

**CITY OF ALBUQUERQUE**

RECOMMENDED BY:  DATE: 11/3/17

Department of Parks and Recreation Director

**APPROVED AS TO FORM BY THE CITY ATTORNEY**

BY:  DATE: 11/08/17

City Attorney



# City of Albuquerque

## Parks and Recreation Department


Richard J. Berry, Mayor

### Interoffice Memorandum

October 26, 2017

**To:** Robert J. Perry, Chief Administrative Officer

**From:** ~~Barbara L. Taylor, Director, Parks and Recreation Department~~

**Subject:** ~~~~ SIGNATURE AUTHORITY

I will be out of the office on Monday 30, October 27, 2017. I will return Monday, November 6, 2017. During my absence, Matthew Whelan, Deputy Director, will serve as Acting Director with full signature authority.

Matthew can be reached at the Office 768-5347 or by Cell 331-7663.

cc: Michael Riordan, Chief Operations Officer  
Matthew Whelan, Deputy Director, PRD  
Garry Wolfe, Assistant Director, PRD  
All PRD Division Managers  
File



## APPENDIX A

**Title VI Nondiscrimination Assurances for FHWA Recipients**

The \_\_\_\_\_ (Title of Recipient) ("Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *non-discrimination, In Federally-Assisted Programs Of The Department of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Act, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measure necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from the DOT, including the FHWA."*

**Specific Assurances**

More specifically and without limiting the above general Assurance, the Recipient gives the following Assurances with respect to its Federally assisted programs and activities:

1. That the Recipient agrees that each "activity", "facility," or "program", as defined in 49 CFR subsections 21.23(e) and (b), will be (with regard to a "program") conducted, or will be (with regard to a "facility") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids, Request For Proposals for work or material subject to the Acts and the Regulations and made in connection with all (Name of Appropriate Program) and, in adapted form in all proposals for negotiated agreements regardless of funding source:

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and the Regulations hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation

## APPENDIX A

and will not be discriminated against on the grounds of race, color, national origin, in consideration for an award.

3. That the Recipient shall insert the clauses of **Appendix A** of this assurance in every contract subject to the Acts and the Regulations.
4. That the Recipient shall insert the clauses of **Appendix A** of this assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, or improvements thereon, or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in **Appendix A** of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under (Name of Appropriate Program); and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under (Name of Appropriate Program).
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of the U.S. Department of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

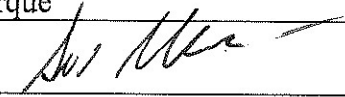
## APPENDIX A

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any Federal grants, loans, contracts, property, and/or discounts or other Federal-aid and Federal financial assistance extended after the date hereof to the Recipients by the U.S. Department of Transportation under the (Name of Appropriate Program). THIS ASSURANCE is binding on it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest and other participants in the (Name of Appropriate Program).

The person or persons signing below are authorized to sign this ASSURANCE on behalf of the Recipient.

Date: 11-22-17 Project Control Number: A300717

Recipient Name: City of Albuquerque

Signature of Authorized Official: 

Print Name: Robert J. Perry Title: CAO

Phone: 505-768-3000 E-mail: \_\_\_\_\_

This Appendix should be signed and mailed to the following:

New Mexico Department of Transportation  
CCRB  
Aspen Plaza, Suite 201  
1596 Pacheco Street  
Santa Fe, New Mexico 87505  
Phone: 1-800-544-0936 or 505-827-1774  
Fax: 505-827-1779

## APPENDIX A

During the performance of this Agreement, the Public Entity, for itself, its assignees and successors in interest ("contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, and the Federal Highway Administration ("FHWA") ("Regulations"), which are incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination of the Acts and the Regulations, including employment practices when the Agreement covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. cancelling, terminating or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, the contractor may request the (Recipient) to enter into any litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et seq.*)

Contract Number	<u>D15773/1</u>
Vendor Number	<u>0000054306</u>
Control Number	<u>A300717</u>

## **FIRST AMENDMENT TO COOPERATIVE PROJECT AGREEMENT**

This First Amendment is to Cooperative Project Agreement between the New Mexico Department of Transportation (Department) and the City of Albuquerque (Public Entity), collectively referred to as the "Parties." The First Amendment is effective as of the date of the last party to sign it on the signature page below.

### **RECITALS**

**Whereas**, the Department and the Public Entity entered into a Cooperative Project Agreement on December 19, 2017, Contract No: D15773, attached as Exhibit "A" and made part of this Amendment; and,

**Whereas**, page 8, Section 23, of the Agreement allows both parties to make alterations and revisions to the Agreement; and,

**Whereas**, a STIP Amendment increased the TRANSP. ALT LARGE URBAN (TAPL) funding for FY2019 in the amount of \$128,745; and

**Whereas**, it has become necessary to amend the Agreement, the termination date shall remain the same; and,

**Whereas**, the Department and the Public Entity agree that the original Cooperative Project Agreement be amended.

Now, therefore, pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

1. Page 1, Section Two, delete in its entirety and insert the following:
  - a. The total funding for Project Control No. A300717, is **Two Hundred Fifty Seven Thousand Four Hundred Ninety Dollars and No Cents (\$257,490)** which will be shared by the Parties as follows:
    1. **FFY 2018 TRANSP. ALT LARGE URBAN (TAPL) Funds**

<b><u>Department's 85.44% share</u></b>	\$110,000
Increase youth safety in the AMPA through education on multi-modal transportation and proper use of infrastructure. AMPA wide Bike/Ped safety education program- AMPA wide. (Description as per STIP database for Project Control No. A300717.)	
    2. **City's matching 14.56% share** \$18,745  
For the purpose stated above.
    3. **The Total Project (Program Work) Funding** \$128,745
    4. **FFY 2019 TRANSP. ALT LARGE URBAN (TAPL) Funds**

<b><u>Department's 85.44% share</u></b>	\$110,000
Increase youth safety in the AMPA through education on multi-modal transportation and proper use of infrastructure. AMPA wide Bike/Ped safety education program- AMPA wide. (Description as per STIP database for Project Control No. A300717.)	
    5. **City's matching 14.56% share** \$18,745  
For the purpose stated above.
    6. **The Total Project (Program Work) Funding** \$128,745
    7. **The Total Project Funding** \$257,490
  - b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
  - c. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section.

All other obligations set forth in the Original Contract shall remain in full force and effect unless expressly amended or modified by this **First Amendment**.



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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: MRS M  
Cabinet Secretary or Designee

Date: 3/26/19

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Christ  
Assistant General Counsel

Date: 12-7-18

**CITY OF ALBUQUERQUE**

By: [Signature]  
Chief Administrative Officer

Date: 1/31/19

Recommended By: [Signature] Date: 12/17/18  
DEPARTMENT OF PARKS AND RECREATION DIRECTOR

Approved as to form and legal sufficiency by the City's Attorney

By: [Signature]  
City Attorney

Date: 1-29-19



## Exhibit A

## 2 CFR 200.331 Requirements

## Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Albuquerque-Parks and Recreation
(ii) Public Entity's unique entity identifier (DUNS);	034561485
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement(Program) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 3/29/2021 (End date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$220,000
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Federal Highway Administration (FHWA)
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.215- Highway Training & Education
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

Contract Number	<u>D15773/2</u>
Vendor Number	<u>0000054306</u>
Control Number	<u>A300717</u>

## SECOND AMENDMENT TO COOPERATIVE PROJECT AGREEMENT

This Second Amendment is to Cooperative Project Agreement between the New Mexico Department of Transportation (Department) and the City of Albuquerque (Public Entity), collectively referred to as the "Parties." The Second Amendment is effective as of the date of the last party to sign it on the signature page below.

### RECITALS

**Whereas**, the Department and the Public Entity entered into a Cooperative Project Agreement on December 19, 2017, Contract No: D15773, attached as Exhibit "A" and made part of this Amendment; and,

**Whereas**, page 8, Section 23, of the Agreement allows both parties to make alterations and revisions to the Agreement; and,

**Whereas**, a STIP Amendment increased the TRANSP. ALT LARGE URBAN (TAPL) funding for FY2020 in the amount of \$128,745; and

**Whereas**, it has become necessary to amend the Agreement, to extend the termination date from September 30, 2020 to September 30, 2021; and,

**Whereas**, the Department and the Public Entity agree that the original Cooperative Project Agreement be amended.

Now, therefore, pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

1. Page 1, Section Two, delete in its entirety and insert the following:
  - a. The total funding for Project Control No. A300717, is **Three Hundred Eighty Six Thousand Two Hundred Thirty Five Dollars and No Cents (\$386,235)** which will be shared by the Parties as follows:
    1. **FFY 2018 TRANSP. ALT LARGE URBAN (TAPL) Funds**  
**Department's 85.44% share** \$110,000  
 Increase youth safety in the AMPA through education on multi-modal transportation and proper use of infrastructure. AMPA wide Bike/Ped safety education program- AMPA wide. (Description as per STIP database for Project Control No. A300717.)
    2. **City's matching 14.56% share** \$18,745  
 For the purpose stated above.

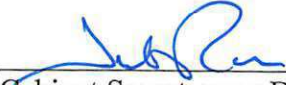
- |   |                  |
|---|------------------|
| <b>3. <u>The Total Project (Program Work) Funding</u></b>   | <b>\$128,745</b> |
| <br>  |                  |
| <b>4. <u>FFY 2019 TRANSP. ALT LARGE URBAN (TAPL) Funds</u></b>  |                  |
| <b><u>Department's 85.44% share</u></b>   | <b>\$110,000</b> |
| Increase youth safety in the AMPA through education on multi-modal transportation and proper use of infrastructure. AMPA wide Bike/Ped safety education program- AMPA wide. (Description as per STIP database for Project Control No. A300717.) |                  |
| <b>5. <u>City's matching 14.56% share</u></b>   | <b>\$18,745</b>  |
| For the purpose stated above.   |                  |
| <b>6. <u>The Total Project (Program Work) Funding</u></b>   | <b>\$128,745</b> |
| <br>  |                  |
| <b>7. <u>FFY 2020 TRANSP. ALT LARGE URBAN (TAPL) Funds</u></b>  |                  |
| <b><u>Department's 85.44% share</u></b>   | <b>\$110,000</b> |
| Increase youth safety in the AMPA through education on multi-modal transportation and proper use of infrastructure. AMPA wide Bike/Ped safety education program- AMPA wide. (Description as per STIP database for Project Control No. A300717.) |                  |
| <b>8. <u>City's matching 14.56% share</u></b>   | <b>\$18,745</b>  |
| For the purpose stated above.   |                  |
| <b>9. <u>The Total Project (Program Work) Funding</u></b>   | <b>\$128,745</b> |
| <br>  |                  |
| <b>10. <u>The Total Project Funding</u></b>   | <b>\$386,235</b> |

- b. Attached as Exhibit B is a table of data on funding as required by 2 CFR 200.331.
- c. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section.

All other obligations set forth in the Original Contract shall remain in full force and effect unless expressly amended or modified by this **Second Amendment**.

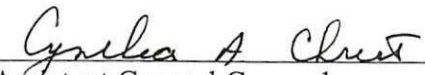
In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By:   
Cabinet Secretary or Designee



Date: 4/28/20

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:   
Assistant General Counsel

Date: 1-3-20

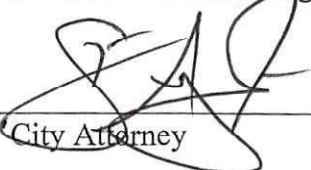
**CITY OF ALBUQUERQUE**

By:   
 Chief Administrative Officer

Date: 2/26/20

Recommended By:  Date: 1/30/20  
DEPARTMENT OF PARKS AND RECREATION DIRECTOR

Approved as to form and legal sufficiency by the City's Attorney

By:   
City Attorney

Date: 2-24-2020

**EXHIBIT B****2 CFR 200.331 Requirements****Federal Award Identification.**

(i) Public Entity name (which must match the name associated with its unique entity identifier);	<b>City of Albuquerque</b>
(ii) Public Entity's unique entity identifier (DUNS);	<b>034561485</b>
(iii) Federal Award Identification Number (FAIN);	<b>Please see approved Federal Highway form.</b>
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	<b>Please see date on approved Federal Highway form.</b>
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	<b>Please see date on approved Federal Highway form thru 9/30/2021 (End Date).</b>
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	<b>\$330,000</b>
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	<b>This award is in addition to any previous awards received by sub-recipient from NMDOT.</b>
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	<b>The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.</b>
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	<b>Federal Highway Administration (FHWA)</b>
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	<b>FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149</b>
(xi) CFDA Number and Name;	<b>20.215- Highway Training &amp; Education</b>
(xii) Identification of whether the award is R&D; and	<b>No R&amp;D</b>
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	<b>N/A</b>






# A300717 AM#3 PROGRAMMATIC AGREEMENT

Final Audit Report

2021-02-01

Created:	2021-01-28
By:	Jacquelyn Hurtado (jacquelyn.hurtado@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATJkxfVa3XIlkmrEneS8BxcoJTe6DNPFv

## "A300717 AM#3 PROGRAMMATIC AGREEMENT" History

-  Document created by Jacquelyn Hurtado (jacquelyn.hurtado@state.nm.us)  
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