

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SANTA FE METROPOLITAN PLANNING ORGANIZATION
AND
THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT**

WHEREAS, the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) promulgated regulations 23 CFR 450.314; and

WHEREAS, federal requirements stipulate that the Santa Fe Metropolitan Planning Organization ("SFMPPO") and the North Central Regional Transit District ("NCRTD") shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process; and

WHEREAS, the New Mexico Department of Transportation ("NMDOT") is the primary agency of the State of New Mexico responsible for coordinating the distribution and use of federal funds utilized in the metropolitan transportation planning process; and

WHEREAS, these responsibilities should be clearly defined and distributed among the parties in a written document in order to ensure coordinated action in planning and financing transportation and transit activities within the metropolitan planning area; and

WHEREAS, the federal regulations require the written agreement to include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the metropolitan transportation plan, the metropolitan Transportation Improvement Program (TIP), and the development of the Annual Listing of Obligated Projects; and

WHEREAS, the federal regulations require that the parties jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance to be used in tracking progress toward the attainment of critical outcomes for the region and the MPO, and the collection of data for the State Asset Management Plan for the National Highway System (NHS); and

WHEREAS, the constituent members of the SFMPPO are also members of the NCRTD and therefore have direct involvement in both metropolitan and regional planning and projects.

NOW THEREFORE, BE IT RESOLVED THAT the parties herein mutually agree as follows:

1. PARTIES

The parties to this agreement are:

A. The Santa Fe Metropolitan Planning Organization (SFMPPO), a duly formed and federally mandated planning organization created by a Joint Powers Agreement between the City of Santa Fe, Santa Fe County and the Pueblo of Tesuque. The SFMPPO has been designated by the State of New Mexico to fulfill the transportation planning requirements of 23 CFR 450.314 in the Santa Fe Metropolitan Planning Area which has a population in excess of 50,000 persons but less than 200,000 persons; and

B. The North Central Regional Transit District ("NCRTD") a duly formed and authorized Regional Transit District created pursuant to the authority of NMSA 1978, Section 73-25-1 et seq. and organized under an intergovernmental agreement that includes all the SFMPPO members as signatories and NCRTD members; and

2. PURPOSE

It is the purpose of this memorandum to make provision for cooperative transportation and transit activities in the metropolitan planning area and to ensure that the mutual responsibilities in carrying out the Metropolitan Planning Process and Performance Based Planning are coordinated in accordance with current Federal Legislation and as required by 23 CFR 450.314.

3. RESPONSIBILITIES OF ALL PARTIES

All parties will:

- A. Cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in a performance-based planning format and final form. Decide upon and adopt performance targets for this planning process in accordance with Federal and State requirements and guidance.
- B. Make provisions for cooperatively developing and sharing information related to the development of financial plans that support the Metropolitan Transportation Plan (MTP) the Transportation Improvement Program (TIP).
- C. Ensure that all parties cooperatively develop a listing of projects that comprehensively address the transportation system within the MPO boundaries. Identified projects shall include both roadway and transit initiatives, including but not limited to investments in pedestrian walkways and bicycle transportation facilities for which federal funds were obligated in the preceding fiscal year.
- D. Ensure that the MPO's Unified Planning Work Program (UPWP) will detail and document these responsibilities, deliverables, and associated costs.

4. RESPONSIBILITIES OF SFMPO

SFMPO will:

- A. Work in consultation with the NCRTD in developing the financial plan portion of the MTP.
- B. Work in consultation with the NCRTD in developing the financial plan for the TIP.
- C. Conduct Bicycle and Pedestrian Facilities Advisory Committee, Technical Advisory Committee, and Policy Committee meetings as required and necessary.
- D. Work in consultation with NCRTD to update the MTP, TIP, and the Annual Listing of Obligated Projects in accordance with State and Federal laws.
- E. Invite the NCRTD to participate in all public participation processes and perform any required public participation on behalf of the NCRTD in the event of route changes or rate changes that require public participation.
- F. Conduct comprehensive, cooperative, and continuous transportation planning for the Metropolitan Planning Area.
- G. Establish necessary transportation performance targets and share information related to the performance data, and work to document the reporting of performance to be used in tracking progress toward attainment of critical outcomes within the MPO planning area.
- H. Cooperate with the NCRTD on the provision of technical transit-related assistance.

5. RESPONSIBILITIES OF THE NCRTD

NCRTD will:

- A. Work in consultation with SFMPO in developing short-range and long-range plans for transit for inclusion in the MTP.
- B. Assist in the validation of data used as input into the MTP.
- C. Work in consultation with SFMPO in developing the financial plan for the MTP.
- D. Work in consultation with SFMPO in developing the financial plan for the TIP.
- E. Provide SFMPO with any Annual Listing of Obligated Projects information for the NCRTD that SFMPO may require.
- F. The NCRTD Executive Director, or his/her designee, shall serve on the SFMPO Technical Advisory Committee.
- G. An elected official serving on the NCRTD Board of Directors or his/her designee may serve on the MPO Policy Committee on behalf of the NCRTD if such membership is requested by the NCRTD Board of Directors and authorized by the SFMPO through an amendment to its organic documents.
- H. Notify SFMPO of changes to projects that would affect the MTP or TIP.
- I. Invite SFMPO to participate in all public participation processes for projects, plans or other activities that impact the Metropolitan Planning Area.
- J. Establish transit asset management performance targets and share them with SFMPO and other interested parties.
- K. Cooperate with SFMPO on the provision of technical assistance.

7. TERM

This Memorandum shall become effective as to each Party when approved and executed by that Party. It shall remain in full force and effect until such time it is terminated in writing by one of the parties.

8. VALIDITY AND ENFORCEABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this memorandum and shall operate to amend this memorandum to the minimum extent necessary to bring this memorandum into conformity with the requirements of the limitations, and so modified, this memorandum shall continue in full force and effect.

9. GOVERNING LAW AND VENUE

This memorandum shall be governed by the laws of the State of New Mexico. Venue for an action arising under this agreement shall lie exclusively in Santa Fe County, New Mexico.

10. SEVERABILITY

If a provision contained in this memorandum is held invalid for any reason, the invalidity does not affect other provisions of the memorandum and can be given effect without the invalid provision, and to this end the provisions of this memorandum are severable.

11. FEDERAL REGULATIONS

The parties agree that metropolitan transportation planning and programming processes leading to the development and adoption of MTPs and TIPs may change in order to respond to changes in the law, restructuring within their respective organizations, or to reflect prior experience.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized governing body as of the date of the last signature.

NCRTD:

Daniel Barrone,
NCRTD Chair
Date: _____

Approved as to form:

Peter Dwyer, Counsel

SFMPO:

Name: _____

Title: _____, _____

Date: _____

Approved as to form:

_____, Counsel