

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NEW MEXICO DEPARTMENT OF TRANSPORTATION  
THE SANTA FE METROPOLITAN PLANNING ORGANIZATION  
THE CITY OF SANTA FE  
AND  
THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT**

**WHEREAS**, pursuant to federal statutes, and as a requirement for obtaining federal transportation funds, the Federal Highway Administration (“FHWA”) and the Federal Transit Administration (“FTA”) have established regulations requiring each metropolitan area, the States and public transportation to utilize a continuing, cooperative, and comprehensive performance based multimodal transportation planning process to engage the citizenry and support metropolitan community development; and

**WHEREAS**, in response to the requirements of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (“SAFETEA-LU”), FHWA promulgated regulations 23 CFR 450.314; 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, is the designated recipient for Federal Transit Administration (“FTA”) Section 5307 small urbanized area funds (“Governor’s apportionment”), suballocates Section 5307 funds to the Santa Fe metropolitan area, suballocates Section 5339 funds to the City of Santa Fe, and applies for funds on behalf of the North Central Regional Transit District ("NCRTD"); and

**WHEREAS**, The Santa Fe Metropolitan Planning Organization (“SFMPO”), in cooperation with the NMDOT and public transit providers, is responsible for the metropolitan transportation planning and programming process within the boundaries of the SFMPO. This responsibility includes preparing and adopting, in a manner consistent with this memorandum of understanding (“MOU”), all required metropolitan transportation plans (“MTPs”), transportation improvement programs (“TIPs”), and documents of the metropolitan transportation planning and programming process; and

**WHEREAS**, the City of Santa Fe (“City”) and NCRTD are providers of public transportation within the SFMPO planning area; and

**WHEREAS**, federal requirements stipulate that NMDOT, SFMPO, City, and NCRTD shall cooperatively determine their mutual responsibilities in carrying out 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 TIP, and the development of the annual listing of federal obligated projects by SFMPO; 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 SFMPO, and the collection of data for the State Asset Management Plan for the National Highway System (NHS); and

**WHEREAS**, the constituent members of SFMPO are also members of 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. NMDOT, the designated recipient of federal funds used for transportation and transit within the SFMPO planning area; and
- B. SFMPO, 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. SFMPO 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
- C. The City, the operator of public transportation in the City of Santa Fe and a direct recipient of Section 5307 and Section 5339 funds; and
- D. 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 SFMPO members as signatories and NCRTD members.

## **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 MTPs and the TIP.
- C. Ensure that all parties cooperatively develop a listing of obligated 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) details and documents these responsibilities, deliverables, and associated costs.

### **4. RESPONSIBILITIES OF SFMPO**

SFMPO will:

- A. Work in consultation with NMDOT, the City, and NCRTD in developing the financial plan portion of the MTPs.
- B. Work in consultation with NMDOT, the City, and NCRTD in developing the financial plan for the TIPs.
- C. Conduct Technical Coordinating Committee, and Policy Committee meetings as required and necessary.
- D. Work in consultation with NMDOT, the City, and NCRTD to update the MTP and TIP, in accordance with State and Federal laws.
- E. Consider Transit Asset Management (TAM) and Public Transportation Agency Safety Plans (PTASP) targets in development of the MTP and TIP.
- F. In cooperation with NMDOT, the City, and NCRTD, no later than 90 calendar days following the end of the program year, shall develop an annual listing of obligated projects for which funds under 23 USC or 49 USC Chapter 53 were obligated in the preceding program year, in accordance with 23 CFR 450.332.
- G. Develop and use a documented participation plan that defines a process for providing the public with reasonable opportunities to be involved in the metropolitan plan process.
- H. Invite NMDOT, the City, and NCRTD to rely on the public involvement process for the TIP to meet Section 5307 public involvement requirements for the development of Section 5307 programs of projects.
- I. Invite the City and 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.
- J. Conduct comprehensive, cooperative, and continuous transportation planning for the metropolitan planning area.

- K. 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.
- L. Cooperate with NMDOT, the City, and NCRTD on the provision of technical transit-related assistance.
- M. The MPO shall develop and implement a biennial Unified Planning Work Program (UPWP) to identify specific tasks, with detailed scopes of work and funding estimates, related to transportation planning and programs. The UPWP is subject to the approval of the Department and the FTA. The MPO shall comply with all applicable provisions of 49 USC Section 5303, specifically sections (i) through (j), which requires development and implementation of additional transportation plans and identifies the planning process, a performance-based approach to plan development as well as requirements for public notification and involvement.

## **5. RESPONSIBILITIES OF THE CITY**

The City 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 federally funded projects to be included in the annual listing of obligated projects, including funds passed through NMDOT.
- F. As per the SFMPO bylaws, appoint a representative to serve on the SFMPO Policy Committee.
- G. As per the SFMPO bylaws, appoint a representative to serve on the SFMPO Technical Coordinating Committee.
- 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. Rely on the public involvement process for the TIP to meet Section 5307 public involvement requirements for the development of programs of projects.
- L. Cooperate with SFMPO on the provision of technical assistance.

## **6. RESPONSIBILITIES OF 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. In consultation with NMDOT, provide SFMPO with federally funded projects to be included in the annual listing of obligated projects, including funds passed through NMDOT.
- F. Appoint an elected official serving on the NCRTD Board of Directors or his/her designee to 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.
- G. Appoint the NCRTD Executive Director, or his/her designee, to serve on the SFMPO Technical Advisory Committee.
- 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. Rely on the public involvement process for the TIP to meet Section 5307 public involvement requirements for the development of programs of projects.
- L. Cooperate with SFMPO on the provision of technical assistance.

## **7. RESPONSIBILITIES OF THE NMDOT**

NMDOT will:

- A. Appoint a representative to serve on the SFMPO Policy Committee.
- B. Appoint a representative from District 5 and a representative from the Transit and Rail Division to serve on the SFMPO Technical Coordinating Committee.
- C. Have a continuing duty of performance based multimodal planning for the statewide transportation system, promulgating rules and regulations for the statewide transportation planning process, identifying potential transportation issues of statewide interest, reconciling conflicts between regional transportation plans and transportation improvement programs, and consolidating regional plans into a comprehensive statewide plan and statewide transportation improvement program (“STIP”). In carrying out its duties, NMDOT will coordinate and partner with the SFMPO on activities within the Santa Fe County planning region.
- D. Consult with and advise the parties on all aspects of state and federal compliance regarding the specific requirements of 23 CFR 450.314 and any related State of New Mexico requirements.
- E. Coordinate with the parties on integration of any MPO or regional transit plans into and consistent with any State of New Mexico plans.
- F. Rely on the City and NCRTD to provide SFMPO with a list of FTA-funded projects for inclusion in the annual listing of obligated projects for pass through funds.
- G. Rely on the SFMPO public involvement process for the TIP to meet Section 5307 public involvement requirements for the development of programs of projects.

## **7. TERM**

This MOU 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.

## **12. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing and executed by the parties hereto.

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

**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.

**NEW MEXICO DEPARTMENT  
OF TRANSPORTATION**

BY \_\_\_\_\_  
CABINET SECRETARY OR DESIGNEE

DATE \_\_\_\_\_

**Approved as to form and legal sufficiency by the Department's Office of General Counsel.**

BY  \_\_\_\_\_  
ASSISTANT GENERAL COUNSEL

DATE Feb 15, 2021

**SANTA FE METROPOLITAN  
PLANNING ORGANIZATION**

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**CITY OF SANTA FE**

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**Approved as to form and legal sufficiency.**

BY \_\_\_\_\_  
TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**NORTH CENTRAL  
REGIONAL TRANSIT DISTRICT**

BY \_\_\_\_\_  
Daniel Barrone, NCRTD Chair

DATE \_\_\_\_\_

**Approved as to form and legal sufficiency.**

BY \_\_\_\_\_  
Peter Dwyer, Counsel

DATE \_\_\_\_\_

# NMDOT-SFMPO-NCRTD Cooperative Agreement-Final

Final Audit Report

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