

**SANTA FE METROPOLITAN PLANNING ORGANIZATION  
REVISED AND RESTATED JOINT POWERS AGREEMENT**

Revised 08/13/09

This METROPOLITAN PLANNING ORGANIZATION JOINT POWERS AGREEMENT (the "Agreement") by and between the City of Santa Fe, New Mexico, a municipal corporation (the "City"); the County of Santa Fe, New Mexico, a political subdivision of the State of New Mexico (the "County"); Tesuque Pueblo, a sovereign nation, and the New Mexico Department of Transportation ("NMDOT") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2009, for the purpose of continuing the Metropolitan Planning Organization ("MPO") originally established by and between the city and county through a Joint Powers Agreement dated June 30, 1982.

**RECITALS****WHEREAS:**

- A. In accordance with the Joint Powers Agreements Act, §§11-1-1 through 11-1-7 NMSA 1978 (the "JPA Act"), the City, the County, the State and the Tesuque Pueblo are public agencies and are authorized by law to enter into this Agreement; and
- B. The purpose of the MPO is to provide joint and coordinated transportation planning throughout the MPO Planning Area; and
- C. The parties hereto recognize that the MPO should be a separate body established to conduct transportation planning in cooperation with the New Mexico Department of Transportation; and
- D. The New Mexico Department of Transportation ("NMDOT") recognizes the MPO and the need to periodically update joint powers agreements between participating local governments.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THEY SHALL CONTINUE THE METROPOLITAN PLANNING ORGANIZATION ACCORDING TO THE FOLLOWING TERMS:

**I. SCOPE OF AGREEMENT.**

**A. Authority.** It is the intention of the parties that under the terms of this Agreement the Santa Fe Metropolitan Planning Organization (MPO) shall continue to function pursuant to the authority granted by federal regulations (Title 23 CFR Part 450 and Title 49 CFR Part 613). The MPO is hereby granted the authority to perform all acts necessary to fulfill the purposes of this Agreement.

**B. Purposes.** The MPO shall serve as a forum for cooperative decision-making in transportation-related matters between the parties hereto as well as among other federal and state agencies by receiving and considering citizen input.

The express purposes of the MPO shall be:

1. To develop and periodically update the Metropolitan Transportation Plan (MTP) for the Santa Fe MPO Planning Area;
2. To develop and periodically update a Public Participation Plan (PPP) in order to outline the process of public involvement in plans and studies related to the MTP;
3. To develop and periodically update the Transportation Improvement Program (TIP) for the purpose of implementing the Metropolitan Transportation Plan;
4. To develop an annual listing of projects for which federal funds were obligated in the preceding TIP program year;
5. To develop an annual Unified Planning Work Program (UPWP) and Performance and Expenditure Quarterly Reports for the purpose of setting out and reporting on the work activities of the MPO staff; and
6. To assist other governmental agencies and the public by supplying transportation-related information and data gathered by the MPO staff.

**C. Organization.** The Santa Fe MPO is organized with a Transportation Policy Board (“TPB”), a Technical Coordinating Committee (“TCC”), and MPO staff.

1. The Transportation Policy Board is the recognized authority for the MPO and is

governed by its bylaws. It consists of representatives from the City, the County, Tesuque Pueblo, and the NMDOT.

2. The TPB shall establish policies and plans that govern the Metropolitan Transportation Planning process.

3. The TPB shall establish a Technical Coordinating Committee comprised of staff of the parties hereto and other agency staff involved in transportation planning, to provide technical review and project recommendations to the TPB.

4. The City of Santa Fe in consultation with the TPB shall hire and retain MPO staff and shall, at a minimum, hire and retain an MPO Director for the purpose of daily administration of MPO activities.

5. The number of MPO staff and the physical location of MPO staff offices shall be determined jointly by the TPB and the City of Santa Fe as fiscal agent of the MPO.

6. The MPO Director shall maintain official plans and records of the MPO and shall administer the daily operations of the MPO and prepare necessary reports as required by federal regulations.

7. The MPO Director shall manage the budget and expenditures of the Santa Fe MPO planning funds as appropriated by the federal government and distributed by the New Mexico Department of Transportation.

8. The MPO Director shall be responsible for the development and update of the Metropolitan Transportation Plan, the Public Participation Plan, the Transportation Improvement Program, the List of Obligated Projects, and the Unified Planning Work Program for review by the TCC and approval by TPB.

D. **Planning Data.** To the maximum extent possible, the parties hereto agree to utilize common base data, statistics and projections for the planning area and to exchange pertinent planning data collected by either party.

E. **Planning Area.** The MPO Planning Area (“PA”) within which transportation planning shall be conducted includes the City of Santa Fe and, at a minimum, those lands anticipated to urbanize over at least a twenty year period, as shown on the Santa Fe MPO Planning Area Map and attached to this Agreement.

F. **Budget and Funding.** The MPO shall receive federal transportation planning funds from the United States Department of Transportation (“USDOT”) Federal Highway Administration (“FHWA”) Section 112 funds and the Federal Transit Administration (“FTA”) Section 5303 funds, as administered and distributed by the New Mexico Department of Transportation (“NMDOT”) in accordance with an established allocation formula. The parties hereto shall determine on an annual basis the financial contribution of each party in providing the required local government matching funds and additional operating funds for the MPO. The City of Santa Fe shall act as fiscal agent.

## **II. TERM.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE SECRETARY OF THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION.

This Agreement shall continue in effect until such time as it may be terminated by either of the parties hereto pursuant to paragraph III below.

## **III. TERMINATION.**

This Agreement may be terminated by either of the parties hereto, upon written notice delivered to the other parties at least 120 days prior to the intended date of termination. By such termination, neither party may nullify obligations incurred for performance or failure to perform prior to the date of termination.

## **IV. APPROPRIATIONS AND COMPENSATION.**

A. **Appropriations.** All appropriations shall be made by procurements in accordance with the New Mexico Procurement Code, §§ 13-1-28 through 13-1-199 NMSA 1978.

B. **Bateman Act Compliance.** The terms of this Agreement are contingent upon

sufficient appropriations and authorizations being made or given by the parties to perform under this Agreement. If sufficient appropriations and authorizations are not made or given by the parties, this Agreement may be terminated by either of the parties; or this Agreement may be amended in accordance with paragraph VII below. Either party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

**V. LIABILITY.**

Each party shall be responsible for fiscal or other sanctions occasioned as a result of its own violation of any requirements applicable to performing under this Agreement. Nothing herein is intended to nor shall be deemed to waive the rights of the parties hereto to claim the privileges and immunities granted to them under § 11-1-6 NMSA 1978 or under the Tort Claims Act or any other applicable law or ordinance. Nothing herein shall be deemed or interpreted as a waiver of the sovereign immunity of the Pueblo of Tesuque.

**VI. AMENDMENT.**

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and approved by the Secretary of the New Mexico Department of Finance and Administration (DFA).

**VII. NOTICES.**

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

CITY:	Attn: City Manager City of Santa Fe 200 Lincoln Ave. P.O. Box 909 Santa Fe, New Mexico 87504-0909
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COUNTY: Attn: County Manager  
Santa Fe County  
120 Grant Avenue  
P.O. Box 276  
Santa Fe, NM 87504-0276

TESUQUE PUEBLO: Attn: Office of the Governor  
Pueblo of Tesuque  
Route 42 Box 360-T  
Santa Fe, NM 87506

NMDOT: Attn: Office of the Secretary  
NMDOT  
PO Box 1149  
Santa Fe, NM 87504-1149

**VIII. GOVERNING LAW.**

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico. Nothing herein shall be deemed or interpreted as a waiver of the sovereign immunity of the Pueblo of Tesuque.

**IX. STATUS OF AGREEMENT; JPA ACT.**

The parties acknowledge and agree that this Agreement constitutes an "agreement" as that term is used in the JPA Act.

**X. ACCOUNTABILITY.**

The City of Santa Fe shall maintain accurate and complete records of all MPO activities and, upon receipt of a reasonable written request, shall make such records available to the other parties and to the public, including any federal, state or local authority, during regular business hours.

**XI. DISTRIBUTION OF RESIDUAL PROPERTY.**

Upon termination of this Agreement the parties will distribute and dispose of all property acquired in connection with this Agreement. If any property is acquired in connection with this Agreement the division or distribution of which is not specifically provided for in this Agreement, then such property shall be distributed to the party that acquired it; or if the property was acquired by more than one party, the property shall be distributed to each party in accordance with that party's pro rata

share of acquisition and maintenance costs, if any, unless otherwise agreed by the parties.

**XII. PUBLIC RECORDS.**

The parties intend that this Agreement be considered a "public record" for purposes of the Inspection of Public Records Act, §§14-2-1 through 14-2-12 NMSA 1978.

**XIII. CONFORMITY WITH JPA ACT.**

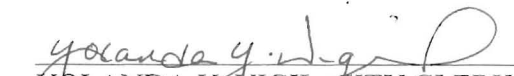
The parties intend that this Agreement conform in all respects with the JPA Act, and that this Agreement shall be construed and enforced in conformity with the JPA Act. In case of any inconsistency between this Agreement and the JPA Act, the provisions of the JPA Act shall control and this Agreement shall be deemed amended so that such controlling provisions of the JPA Act are incorporated into and made part of this Agreement, and any inconsistent provisions of this Agreement are deleted as and to the extent of the inconsistency.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SANTA FE:

  
DAVID COSS, MAYOR

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
ccmtg 9/30/09

APPROVED AS TO FORM:

  
FRANK D. KATZ, CITY ATTORNEY

APPROVED:

  
DAVID N. MILLICAN, FINANCE DIRECTOR

SANTA FE COUNTY:

  
MIKE D. ANAYA, CHAIR, BOARD OF COUNTY COMMISSIONERS



ATTEST:

Valerie Espinoza  
VALERIE ESPINOZA, COUNTY CLERK

APPROVED AS TO FORM:

Stephen Ross  
STEPHEN ROSS, COUNTY ATTORNEY

TESUQUE PUEBLO:

Mark Mitchell  
MARK MITCHELL, GOVERNOR  
*for*

ATTEST:

Earl Samuel  
EARL SAMUEL, LT. GOVERNOR

NEW MEXICO DEPARTMENT OF TRANSPORTATION:

By: [Signature]  
DEPUTY SECRETARY

Date: 11/20/09

APPROVED AS TO FORM:

By: Javier Lopez  
ASSISTANT GENERAL COUNSEL

Date: 11-17-09

**THIS AGREEMENT HAS BEEN APPROVED BY:**

**State of New Mexico  
Department of Finance Administration**

By: [Signature]

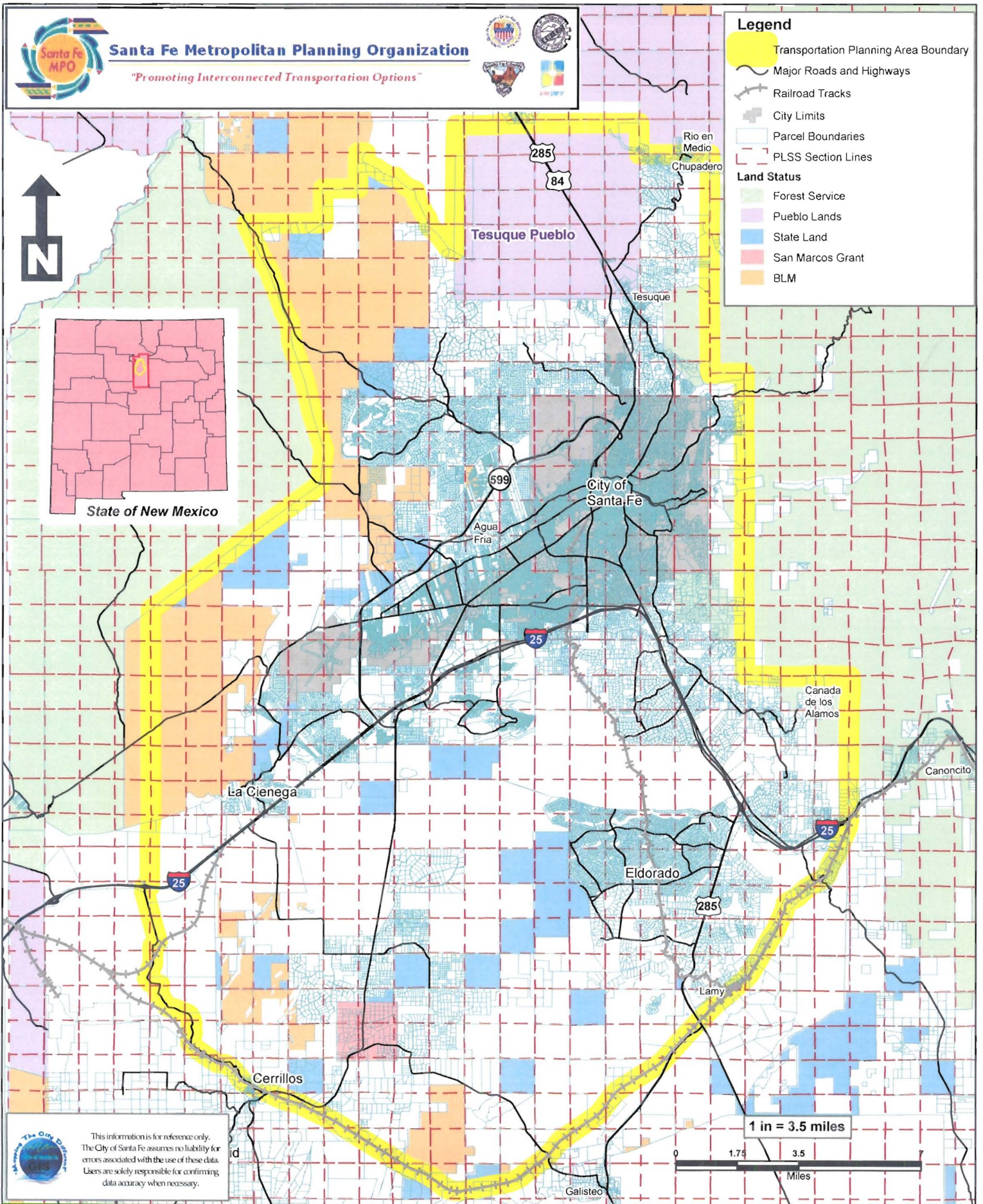
Date: 12/29/09 *OR*

Attachment: Santa Fe MPO Planning Area



# Santa Fe Metropolitan Planning Organization Transportation Planning Area

(Approved February 12, 2009)



This information is for reference only. The City of Santa Fe assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary.