

161
City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 10 Ordinance/Resolution# 11-116 Council District: NA

For Meeting of November 15, 2010
 (Adoption Date)

TITLE: RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) AND THE CITY OF LAS CRUCES ON BEHALF OF THE LAS CRUCES METROPOLITAN PLANNING ORGANIZATION (MPO) TO ALLOW FOR REIMBURSEMENT OF THE CITY FOR UNIFIED PLANNING WORK PROGRAM (UPWP) WORK ITEMS.

PURPOSE(S) OF ACTION: Renews and updates current MOA that was approved on November 7, 2005 and expires on December 31, 2010. The new MOA would be in effect until June 30, 2015.

Drafter and Staff Contact: Tom Murphy <i>TM</i>		Department: Community Development		Phone: 575-528-3225	
Department	Signature	Phone	Department	Signature	Phone
Department Director	<i>[Signature]</i>		Budget	<i>[Signature]</i>	541-2107
Other			Assistant City Manager	<i>[Signature]</i>	541-2271
Legal	<i>[Signature]</i>	541-2128	City Manager	<i>[Signature]</i>	541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS: The Las Cruces MPO provides transportation planning services for the Las Cruces urbanized area; the work includes the development of an annual Unified Planning Work Program (UPWP). The purpose of the UPWP is to outline intermodal transportation planning activities, within a financially constrained budget, to be conducted within the Las Cruces MPO Planning Area. Examples of planning activities include: development and implementation of Transport 2040; pedestrian and bicycle planning; transit planning; traffic count program; and Safe Routes to School. The UPWP is adopted annually by the MPO Policy Committee. The MOA serves as the link between the planning process and the financial reimbursement for planning activities.

The purpose of this MOA is to facilitate cooperation, collaboration, coordination, and communication between local governments, to provide funding, and effect the encumbering of each individual program fund for the UPWP tasks. This MOA is a joint and coordinated effort on transportation planning for which NMDOT and the MPO each have authority and jurisdiction. The MOA specifies the rights and duties for both the MPO and NMDOT. The MOA will allow for reimbursement for work items of the Policy Committee approved UPWP adopted through subsequent years through June 30, 2015.

The MPO is funded partially through federal planning funds and partially by a match provided by the City of Las Cruces. The City of Las Cruces acts as the fiscal and administrative agent for the Las Cruces MPO. Because the City of Las Cruces is the fiscal and administrative agent for the Las Cruces MPO, the Mayor's signature is required in order to enter into this agreement.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Memorandum of Agreement between the New Mexico Department of Transportation and the Las Cruces Metropolitan Planning Organization.
3. Attachment "A". Las Cruces MPO Unified Planning Work Program FY 2011-2012.

SOURCE OF FUNDING:

Is this action already budgeted?	NA	
	Yes	<input type="checkbox"/> See fund summary below
	No	<input type="checkbox"/> If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/> Expense reallocated from: _____
		<input type="checkbox"/> Proposed funding is from a new revenue source (i.e. grant; see details below)
<input type="checkbox"/> Proposed funding is from fund balance in the _____ Fund.		
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/> Funds will be deposited into this fund: 2090 in varying amounts over the next 5 fiscal years. This allows for the city's reimbursement for MPO activities.
	No	<input type="checkbox"/> There is no new revenue generated by this action.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
NA					

OPTIONS / ALTERNATIVES:

1. Vote "Yes" and approve the Resolution. This action will authorize the Mayor to sign the MOA with NMDOT and allow the MPO to receive funding to continue its federally mandated transportation planning activities for the Las Cruces urbanized area.
2. Vote "NO" and deny the Resolution. This action will prevent the MPO from receiving funding for FY2011 and may jeopardize State and Federal transportation funding for the Las Cruces urbanized area.
3. Amend the Resolution as directed by City Council and vote "YES" to approve the modified Resolution. This action will result in the need for revision of the MOA by NMDOT and may delay receipt of FY 2011 funds.
4. Table or postpone the Resolution and direct staff accordingly.

REFERENCE INFORMATION

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. N/A

RESOLUTION NO. 11-116

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) AND THE CITY OF LAS CRUCES ON BEHALF OF THE LAS CRUCES METROPOLITAN PLANNING ORGANIZATION (MPO) TO ALLOW FOR REIMBURSEMENT OF THE CITY FOR UNIFIED PLANNING WORK PROGRAM (UPWP) WORK ITEMS.

The City Council is informed that:

WHEREAS, the City of Las Cruces serving as Administrative agent and NMDOT are both public agencies and are empowered to enter into this MOA; and

WHEREAS, the Governor of the State of New Mexico designated the Las Cruces Metropolitan Planning Organization as an MPO pursuant to Section 112 of the Federal Highway Act of 1973. The results of said action allowing both the MPO and NMDOT to be responsible for carrying out the provisions of 23 U.S.C. §134, Metropolitan Planning, 23 U.S.C. §104(f)(3), Apportionment, 49 U.S.C. §5303, Mass Transportation-Metropolitan Planning, and 23 CFR 450.330.C, Metropolitan Planning; and

WHEREAS, 23 U.S.C. §134, and 49 U.S.C. §5303, authorizes federal assistance for the development of transportation plans and programs by way of a grant program to be administered by each state; and

WHEREAS, the Governor of New Mexico has designated the Department to receive and administer the federal funds under these programs; and

WHEREAS, the City of Las Cruces is designated as the fiscal agent for the Las Cruces MPO, pursuant to a Joint Powers agreement between the City of Las Cruces, County of Dona Ana, and the Town of Mesilla, dated December 2, 1989.

WHEREAS, the current MOA approved through Resolution 06-153, expires on December 31, 2010.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces that:

(I)

THAT the Mayor is authorized to sign the attached MOA, attached hereto as Exhibit "A" and made part of this Resolution, on behalf of the Las Cruces MPO.

(II)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE and APPROVED this _____ day of _____, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Connor:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

Contract No. _____
Vendor No. _____
Control No. _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NEW MEXICO DEPARTMENT OF TRANSPORTATION
AND THE
LAS CRUCES METROPOLITAN PLANNING ORGANIZATION**

This Memorandum of Agreement, hereinafter referred to as "MOA" is made and entered into this _____ day of _____, 2010, by and between the New Mexico Department of Transportation, hereinafter referred to as the "Department," and the Las Cruces Metropolitan Planning Organization hereinafter referred to as the "MPO."

RECITALS

Whereas, each is a public agency and empowered to enter into this MOA; and,

Whereas, 23 U.S.C. §134, and 49 U.S.C. §5303, authorize federal assistance for the development of transportation plans and programs by way of a reimbursement program to be administered by each state; and,

Whereas, the Governor of New Mexico has designated the Department to receive and administer the federal funds under these programs; and,

Whereas, the Department, under the authority granted by NMSA 1978, §67-3-1 et seq., or as amended, and the MPO desire to enter into and execute an Agreement for the purpose of implementing 23 U.S.C. §134 and 49 U.S.C. §5303, or as amended, a Project for federal reimbursement; and,

Whereas, both Parties are in agreement, the MPO in cooperation with the Department, will engage in a comprehensive, continuing and cooperative transportation planning process under the provisions of 23 U.S.C. §134, 49 U.S.C §5303, 23 CFR 450, or as amended, and other subsequent federal laws and applicable regulations issued and its modal administrations; and,

Whereas, the Department is of the understanding that the MPO has both expertise and capability to develop and implement an annual or biennial Unified Planning Work Program (“UPWP”) that will serve as the framework for development of transportation plans and programs under this MOA and said work programs have been approved by the Department and the Federal Highway Administration (“FHWA”); and,

Whereas, the UPWP includes specific scopes of work herein referred to as “Tasks” undertaken by the MPO, as well as estimates of the funding amounts required to complete each identified Task in the UPWP; and,

Whereas, it is necessary to execute this MOA to assign each party’s responsibilities and the terms agreed upon by the parties to this MOA.

Now therefore, in consideration of the mutual promises and representations in this MOA, the parties agree as follows:

SECTION ONE: ACRONYMS AND DEFINITIONS

- **CMS** - Congestion Management System. A system for effective management of new and existing transportation facilities through the use of travel demand reduction and operational management strategies.
- **Consultation** - Means that one party confers with another identified party and prior to taking action(s) considers that party’s views.
- **Cooperation** - Means that the parties involved in carrying out the planning, programming, and management systems processes work together to achieve a common goal or objective.
- **Coordination** - Means the comparison of the transportation plans, programs, and schedules of one agency with related plans, programs, and schedules of other agencies or entities with legal standing, and adjustment of plans, programs, and schedules to achieve general consistency.
- **DOT** - Department of Transportation. In the context of this MOA, is the federal Department of Transportation, an agency of the Executive Branch of the United States Government.
- **FHWA** - Federal Highway Administration. Created in 1967 and authorized under Title 23 of United States Code to administer programs involving federal-aid,

- federal lands, research and development, international outreach, and National Highway Institute programs.
- **FTA** - Federal Transit Administration. Created in 1991 and authorized under Title 49 of United States Code to administer programs to provide financial assistance to develop new transit systems and improve, maintain, and operate existing systems.
 - **HPMS** – Highway Performance Monitoring System. Reporting required of state DOTs by the FHWA.
 - **ITS** - Intelligent Transportation Systems is the program established within TEA – 21 to accelerate integration, interoperability and deployment of commercial vehicle technologies and technology infrastructures that facilitate transportation.
 - **LRTP** - The Department's Long Range Transportation Plan, having a minimum twenty year forecast period that provides for the development and improvement of the Department's inter-modal transportation system.
 - **MPO** - Metropolitan Planning Organization, created under 23 USC §134 for the purpose of transportation planning in metropolitan areas above 50,000 in population.
 - **MTP** - Metropolitan Transportation Plan, having a minimum twenty year forecast period that provides for the development and improvement of the metropolitan inter-modal transportation system.
 - **RPO** - Regional Planning Organization. An organization created by the State Transportation Commission that identifies highway and transportation needs, then reviews, rates, and prioritizes projects for recommendation to the Department. Municipal, county and tribal entities form RPOs and use a continuous, comprehensive, and cooperative planning process to accomplish their purpose. Their component counties geographically define RPOs.
 - **SAFETEA-LU** – The Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users, enacted as Public Law 109-59, covered a six-year time span that expired as of October 1, 2009. Since that time, transportation planning has been funded through a series of Continuing Resolutions adopted by the U.S. Congress.
 - **STIP** - State Transportation Improvement Program. A four year planning document, of which the first year represents the agreed to list of projects for subsequent scheduling and implementation required under 23 USC §135.

- **TIP** - Transportation Improvement Program. The approved four year listing of prioritized projects, within the MPO, detailed by funding categories and included in the STIP.
- **UPWP** - Unified Planning Work Program is an annual or biennial listing of activities that will be undertaken by the MPO.

SECTION TWO: BOTH PARTIES AGREE

The Department and the MPO agree to cooperatively develop emphasis areas for the UPWP to be consistent with the Statewide Long Range Plan, the Metropolitan Transportation Plan, and the Planning Division's Annual Work Plan and to include sufficient descriptions of all Tasks for which the MPO will seek reimbursement. The Department and the MPO agree to negotiate and execute the terms and conditions, which include compensation, in the individual Tasks by written Work Authorizations, without the necessity of having to amend this MOA.

SECTION THREE: PURPOSE OF MOA

The purpose of this MOA is to facilitate cooperation, collaboration, coordination, and communication between local governments and tribal entities, to provide funding, and effectuate the encumbering of each individual program fund for the UPWP Tasks. This MOA is a joint and coordinated effort for which the Department and MPO each have authority or jurisdiction. This MOA shall specify and delineate the rights and duties of the parties hereto.

SECTION FOUR: SCOPE OF THE PROJECT

The MPO through this MOA agrees to continue, perform, and complete the Tasks identified in the UPWP which will be incorporated by reference in subsequent Work Authorizations to this MOA. The MPO will submit quarterly reports to the Department describing progress on each of the Tasks. Quarterly performance of each Task will be reported relative to the annual requirements as specified in each individual Task. Major work elements in each UPWP are hereby adopted by reference and made part of this MOA. The parties agree that the UPWP for the term identified in Section Twenty Five of this MOA will be incorporated herein by reference and made part of this MOA.

SECTION FIVE: MPO DUTIES

1. Act in the capacity as the designated lead agency for each individual Task identified in the UPWP.

2. Assure the development of the UPWP and each supporting and individual Task.
3. Abide by the resolution passed by the MPO Transportation Policy Board approving the UPWP in support of each Task for the Santa Fe Metropolitan Planning Area.
4. Coordinate the planning processes with the appropriate District Offices and RPOs/MPOs impacted by Tasks of the MPO through the UPWP.
5. Coordinate MPO activities and planning with appropriate local/regional organizations and/or agencies involved with land use planning, environmental planning, economic development planning, and transportation planning and services, including Regional Transit Districts, potentially impacted by, or having an impact on, the MPO and its numerous supportive programs.
6. Designate a point of contact for the transportation planning program.
7. Assure all data collected under this MOA is made available to the Department upon request by the Department.
8. Comply at all times with the New Mexico Open Meetings Act, NMSA 1978, §10-15-1, et. seq., and other notice requirements as appropriate. Notification to the Department shall be transmitted by E-Mail. Provide for distribution of regular MPO meeting agendas and packets to member entities and to the designated Department liaison not later than seven days prior to each meeting.
9. Develop and implement a Public Participation Plan (PPP) in consultation with the Department, evaluate and report to the Department on the effectiveness of the PPP in contributing to transportation investment and policy decisions on an annual basis and refine as needed.
10. Designate a point of contact, develop and implement a plan and policies to assure Title VI compliance, maintain required documentation.
11. Submit annual Performance and Expenditure (P&E) and annual Obligation Reports according to the schedule described in Section Nine.
12. Develop and assure consistency between the Metropolitan Transportation Plan (MTP), the Transportation Improvement Plan (TIP), the UPWP and annual P&E Reports.
13. In cooperation and coordination with the Department, jointly certify to the FHWA and FTA, compliance with federal requirements.
14. The MPO shall take action on all written requests to the MPO for all Department changes affecting the TIP.
15. Assure that local entities submit detailed and accurate Project Information Forms (PIFs) to the Department with a copy to the MPO, updated as needed to

maintain consistency with the current TIP and STIP, to facilitate the timely preparation and execution of Local Government Agreements.

16. Develop and implement a traffic count program in consultation with the Department and in accordance with the New Mexico State Traffic Monitoring Standards. Provide traffic count data to the Department in an agreed upon format and on a monthly basis. Provide a traffic flow map to the Department on an annual basis.

SECTION SIX: DEPARTMENT DUTIES

1. Provide for the reimbursement of funding in support of the Tasks identified in the MPO'S UPWP.
2. Designate staff to maintain liaison with the MPO.
3. Provide technical assistance concerning the development of the MTP, TIP, PPP, and UPWP.
4. Monitor work progress of the MPO.
5. Coordinate Department reviews and approvals of MPO products.
6. Approve the MPO'S UPWP when compliant
7. Annually review and approve MPO's Indirect Cost Allocation Plan when the Department serves as the Cognizant Agency.
8. In cooperation and coordination with the MPO, jointly certify to the FHWA and FTA, compliance with federal requirements.
9. Ensure State Transportation Commission Policy is followed.
10. Work collaboratively with the MPO to establish District funding targets, and re-allocations, and timely notification of changes to funding levels.
11. Assure participation by the District Engineer in the project prioritization process and that regional recommendations effectively address both design and fiscal constraints while maximizing transportation system function and efficiency.
12. Provide a written request to the MPO for all Department changes and modifications affecting the TIP. Unless otherwise agreed to, requests for such action shall be provided in writing not later than sixty days prior to the MPO Policy Board meeting for action expected on the request, to accommodate the thirty-day public comment period.
13. Following the approval of the TIP by the MPO, include the TIP without modification in the STIP.
14. Provide an annual Notice Letter or Email notification estimating anticipated transportation planning funding level, and written notification estimating

- transportation improvements program funding levels/targets within thirty calendar days following the federal register publication by the FHWA of the state's annual appropriations. Provide timely notification of changes in funding levels.
15. The Department shall issue Work Authorizations as necessary for Tasks identified in the UPWP, specifying both the amount awarded to the MPO and the federal, state and local match ratios required. Work Authorizations shall be issued within ten working days of FHWA approval of the Planning Division's AWP and incorporated UPWPs.
 16. Prepare and execute Local Government Agreements in a timely manner, predicated on the local entity having submitted detailed and accurate documentation in their PIFs, and consistency with the current TIP and STIP.
 17. Provide technical assistance and coordination to MPO with respect to federal and state laws and regulations, and Department policies and directives with respect to transportation plans and programs.
 18. Provide traffic count reports for any traffic data acquired within the MPO Boundary that has been submitted to the NMDOT Planning Division or District Office.

SECTION SEVEN: COMPENSATION

1. Compensation will be negotiated separately for each individual Task identified in the UPWP and identified in a Work Authorization. The Department shall provide its costs on a reimbursable and individual basis as warranted per Task identified in the UPWP. The MPO shall provide for its matching funds to cover the expenses of each identified Task in the UPWP and the project budget. Each project budget will be included in the UPWP. The Department shall not be responsible for any costs not identified in the Work Authorization. The MPO shall initiate and complete all actions necessary to fulfill its obligation for the UPWP.
2. Reimbursement to the MPO shall be made upon submittal of invoices by the MPO to the Planning Office for each Work Authorization.
3. The parties agree that estimated funding for each individual Task shall be dedicated to each individual Task and shall not be used for a different Task identified in the UPWP unless agreed to by both parties.

SECTION EIGHT: METHOD OF PAYMENT

The Department shall reimburse the MPO for the federal and/or state share of the eligible expenses upon receipt of invoices, with sufficient supporting documentation as determined and/or approved by the Department, indicating that expenses have been paid. Such invoices shall be submitted quarterly, to be received by the Department by the 25th day of the month following close of the invoice period. Invoices shall have a certification by the MPO that the invoices accurately reflect work completed, amount due, Work Authorization number, remaining work authorization balance, control and/or contract number. All expenses must be actual rather than estimated and must be listed on the invoices as charged. Only those expenses properly documented and deemed eligible will be reimbursed.

SECTION NINE: REPORTING

The MPO shall submit quarterly status reports for each Task identified in the UPWP to the Department on or before October 25, January 25, April 25, and July 25. At a minimum, the quarterly status report shall indicate the current and cumulative status of the work program elements with respect to the activities undertaken and funds expended. The MPO shall submit the annual year-end Obligation Report and Performance and Expenditure Report on or before September 30, if the MPO's UPWP runs concurrently with the state fiscal year; or on or before December 30th if the MPO's UPWP runs currently with the federal fiscal year.

SECTION TEN: ELIGIBLE COSTS

Eligible costs are those costs attributable to each Work Authorization and which are allowable under the approved UPWP Budget and the provisions of:

1. OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," and any amendments thereto.
2. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments," and any amendments thereto.
3. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and any amendments thereto.

All costs must be supported by properly executed invoices, vouchers, warrants, and any other documentation required by the above regulations, including an Indirect Cost Plan submitted to and approved by the cognizant agency, evidencing that those costs were

specifically incurred in the performance of this MOA. This documentation shall be clearly identified and readily accessible.

SECTION ELEVEN: STATE GENERAL APPROPRIATION FUNDS NOT TO BE OBLIGATED

Nothing herein shall be construed as obligating state general appropriation funds for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments will be made by the Department solely from federal funds made available to the Department for said purpose(s) unless otherwise stipulated.

SECTION TWELVE: APPROPRIATIONS AND AUTHORIZATIONS

The terms of this MOA are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of this MOA. If sufficient appropriations and authorizations are not made by the Legislature, or the Congress of the United States, if federal funds are involved, this MOA shall terminate upon written notice given by the Department to the MPO. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Department. The Department will notify the MPO by a written Work Authorization when the appropriate funds have been encumbered. The Department's decision as to whether its funds are available shall be accepted by the MPO and shall be final.

SECTION THIRTEEN: ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS - RECORDS AND AUDIT

The MPO agrees to maintain all books, papers, documents, accounting records, and other evidence pertaining to costs incurred for each individual Task identified in the UPWP and to make such materials available at their respective offices at all reasonable times during each UPWP period and for five years from the date of final payment under each Work Authorization for inspection by the State.

SECTION FOURTEEN: AUDIT EXCEPTIONS

If federal or state audit exceptions relating to this MOA or any Work Authorization are confirmed, the MPO shall reimburse the amount of the audit exception directly to the grantor or the Department as specified by the Department in the notification.

SECTION FIFTEEN: ALLOWABLE COSTS, IF TERMINATED

In the event this MOA is terminated, or any individual Work Authorization is terminated, the Department or its duly authorized representative shall pay the MPO for all the allowable costs incurred prior to the date of termination, subject to audit verification. In the event of termination for cause, the MPO will not be paid for any costs for performance that did not satisfactorily meet the terms and conditions of this MOA.

SECTION SIXTEEN: PRINCIPAL CONTACTS

The principal contacts for this MOA:

Department

Strategic Planning Bureau Chief (SB-1, S)
 New Mexico Department of Transportation
 P.O. Box 1149
 Santa Fe, NM 87504-1149
 505-827-5508

Las Cruces Metropolitan Planning Organization

Tom Murphy, MPO Officer
 Las Cruces Metropolitan Planning Organization
 City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004

SECTION SEVENTEEN: LEGAL COMPLIANCE

The MPO 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; 23 CFR Part 630.106 Authorization to proceed and project monitoring; 23 CFR Part 630.112 Agreement Provisions; 23 U.S.C. 106 Project approval and oversight [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; 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Titles VI and VII of the Civil Rights Act of 1964 and related statutes; the

Disadvantaged Business Enterprise Program (49 CFR 26); the External Equal Opportunity/Contractor Compliance Program, including On-the-Job training requirements (23 CFR 230); and the Americans with Disabilities Act (42 USC 12101-12213, 28 CFR 35 and 36) as amended. Additionally, the MPO shall comply with all applicable federal, state and local laws and regulations governing environmental issues, workplace safety, employer-employee relations and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The MPO shall ensure that the requirements of this compliance are made a part of each contract and subcontract on this Project at all tiers.

SECTION EIGHTEEN: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM OBLIGATIONS

In accordance with Title 49 Code of Federal Regulations Part 26 (49 CFR 26) or as may be amended, the MPO shall agree to abide by and take all necessary and reasonable steps to comply with the following:

(1) DBE Policy: It is the policy of the Department to implement the provisions of 49 CFR 26, other pertinent regulations, and source legislation. The objectives are:

A. To ensure nondiscrimination in the award and administration of United States Department of Transportation (DOT) assisted contracts in the DOT's highway, transit, and airport financial assistance programs;

B. To create a level playing field on which DBEs can fairly compete for DOT-assisted contracts:

C. To ensure that DOT's DBE Program is narrowly tailored in accordance with applicable law;

D. To ensure that only firms that fully meet the eligibility standards specified in 49 CFR 26 are permitted to participate as DBEs;

E. To help remove barriers to the participation of DBEs in DOT-assisted contracts; and

F. To assist the development of firms that can complete successfully in the marketplace outside the DBE Program.

(2) DBE Obligations: The Department will establish the state DBE goal on an annual basis. The approved FY 2008 state DBE goal is established at 9.32% for all federally assisted projects.

A. **Means of Attaining the State Goal:** The Department will meet the state DBE goal on federally assisted projects through race neutral measures. There will

be no individual project goals on federally assisted projects unless an analysis of DBE utilization indicates that the goal falls substantially short of the annual goal and that good faith efforts have not been fulfilled. In the event the Department adopts race conscious measures to attain the state DBE goal, the MPO shall be required to implement the individual project goal established by the Department.

B. Record Keeping Responsibilities: The MPO is responsible to assure that its DBE liaison officer completes and submits the appropriate forms required by the DBE Program to the Department's project manager or to the Department's Office of Equal Opportunity Program Bureau (OEOPB) at the following address:

New Mexico Department of Transportation
 OEOPB
 Aspen Plaza, Suite 107
 1596 Pacheco Street
 Santa Fe, New Mexico 87505

(3) Department's DBE Program: The Department's DBE Program, 18 NMAC 28.2 as required by 49 CFR 26 and as approved by DOT, is incorporated herein by reference and made part of this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the MPO of its failure to carry out the terms and conditions of the DBE Program, the Department may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

(4) Recipient/MPO Assurances: Each contract the MPO enters into with a planning consultant or recipient on a DOT-assisted project shall ensure that such contract and subcontracts shall include the following assurances:

A. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR 26. The Department shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and the administration of DOT-assisted contracts. The Department's DBE Program, as required by 49 CFR 26 and as approved by DOT, is incorporated herein by reference and made part of this Agreement. Implementation of

this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the DOT may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

B. The recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The recipient shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the recipient 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.

SECTION NINETEEN: NOTICE

The New Mexico criminal statutes impose felony penalties for bribes, gratuities, or kickbacks in the procurement of this Agreement. In addition, the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, as amended, imposes civil and criminal penalties for its violation.

SECTION TWENTY: APPLICABLE LAW

The Laws of the State of New Mexico shall govern this Agreement.

SECTION TWENTY-ONE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM OBLIGATIONS

1. MPO Assurances – Each contract the MPO enters into with a planning consultant or recipient on a DOT-assisted planning project, and any subcontract thereto, shall include the following assurances:
 - a. The MPO shall not discriminate on the basis of race, age, color, religion national origin, sex, disability, veteran status, or sexual orientation in the performance of this Agreement. The MPO shall comply with all applicable civil rights requirements in the award and administration of NMDOT-assisted contracts. Failure by the MPO 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. Further, the Department may impose sanctions and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001

and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801, et seq.).

- b. The MPO hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (herein referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the MPO received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7 (a)(1) of the Regulations.

SECTION TWENTY-TWO: TORT CLAIMS ACT

No provision of this MOA establishes any waiver of immunity from liability for tortious conduct of any employee of the Department or MPO arising from the performance of this MOA apart from that set forth in New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et Seq. (1976).

SECTION TWENTY-THREE: THIRD PARTY BENEFICIARY CLAUSE

No provision of this MOA creates in the public, or any member thereof, a third party beneficiary nor authorizes anyone not a party to the MOA to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this MOA.

SECTION TWENTY-FOUR: OFFICE OF INSPECTOR GENERAL REVIEWS

The MPO shall provide information to ensure all consultants are aware of the reporting and oversight required and are bound by the conditions from the time of proposal submission. The following contract provisions must be included in all MPO prime contracts, subcontracts, and other contracts for services for a Federally funded project, plan or study.

- 1) **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.
- 2) **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 Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized to examine any records of the consultant or grantee, any of its subcontractors or sub grantees, or any state or local agency administering such professional services 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 consultant, grantee, sub grantee, or agency regarding such transactions.
 - a) Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the MPO or any of MPO's subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract.
 - b) Allow the Comptroller General and his representatives to interview any officer or employee of the Contractor or any of MPO's subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
 - c) Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.
- 3) **New Mexico Department of Transportation/Office of Inspector General.** As specified in New Mexico State Transportation Commission Policy Number 30 (CP-30), dated June 2006, the Department's Office of Inspector General (OIG) has the authority to carry out all duties required to collect information, conduct audits, special studies and investigations. The duties are the same as those specified in federal law: Office of Inspector General, 23 USC §302 (the capability to carry out the duties required by

law); 23 USC §112 (contracting for engineering and design services); 23 USC §106 (project approval); 23 USC 112 - Sec. 112, (letting of contracts); 23 USC 113 - Sec. 113 (prevailing rate of wage); 23 USC 114 - Sec. 114 (construction); 23 CFR 635 & 23 CFR 636 (design build); 23 CFR 637 (construction inspection approval). The duties of the Department's OIG also arise from the responsibility all state Departments of Transportation have 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).

SECTION TWENTY-FIVE: SEVERABILITY

In the event that any portion of this MOA is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this MOA shall remain in full force and effect.

SECTION TWENTY-SIX: EFFECTIVE DATE AND TERM

This MOA shall not be effective until executed by the Secretary of the Department or his/her designee. If there is an MOA or outstanding work authorization when the Secretary of the Department executes this Agreement, the parties will not take any action to implement the terms of this Agreement until the previous MOA and Work Authorization expire. The term of this MOA is from the date the Secretary of the Department executes this Agreement and shall terminate on June 30, 2015, unless terminated pursuant to the terms and conditions of this MOA.

SECTION TWENTY-SEVEN: TERMINATION

The Department has the option of canceling this MOA by giving thirty (30) days written notice to the MPO. Upon receipt of the "Notice of Cancellation", the MPO shall immediately suspend any further work unless otherwise directed by the Department in writing and terminate for its convenience any subcontracts, which the MPO may have awarded hereunder. Notwithstanding such termination both parties shall honor obligations already incurred for performance of the work rendered prior to the date of termination of this MOA. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

Either party may terminate the MOA for cause based upon any material breach of this MOA by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, the breaching party has not begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the MOA effectively immediately. The non-breaching party shall retain any and all other remedies available to it under law.

SECTION TWENTY-EIGHT: TERMS OF THE MOA

This MOA incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written MOA. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this MOA.

SECTION TWENTY- NINE: CONTROLLING TERMS AND CONDITIONS

In the event of any conflict, inconsistency, or incongruity between the provisions of this MOA and each Work Authorization, the provisions and terms of this MOA shall govern and control.

SECTION THIRTY: AMENDMENT

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

In witness whereof, the parties have executed this MOA on the dates specified below.

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: _____
General Counsel or Designee

Date: _____

APPROVED AS TO CONTENT BY THE MPO

By: _____
Chair, LCMPO Transportation Policy Board

Date: _____

APPROVED AS TO FORM BY THE OFFICE OF THE MPO'S LEGAL COUNSEL

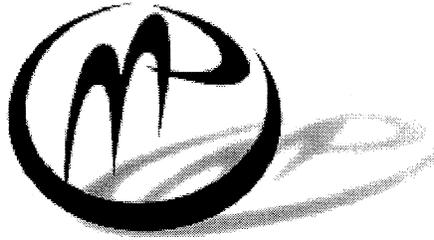
By: *W. (Bill) Kennedy*
City Attorney, City of Las Cruces

Date: 11/15/10

APPROVED BY THE OFFICE OF THE MPO'S FINANCE DIRECTOR

By: _____
Finance Director, City of Las Cruces

Date: _____



METROPOLITAN PLANNING ORGANIZATION

LAS CRUCES DOÑA ANA COUNTY MESILLA

Unified Planning Work Program

Fiscal Years 2011 and 2012

TABLE OF CONTENTS

LAS CRUCES MPO SELF-CERTIFICATION STATEMENT		3
INTRODUCTION		4
MPO Composition		
Purpose		
Framework		
I. PROGRAM SUPPORT AND ADMINISTRATION		8
1.1 Policy Manual/ Bylaws		
1.2 UPWP		
1.3 Quarterly reports		
1.4 Committee meetings		
1.5 Budget and Financial Management		
1.6 Miscellaneous Administration		
1.7 State and Federal Coordination		
1.8 Professional Development		
1.9 Public Involvement		
II. GENERAL DEVELOPMENT AND COMPREHENSIVE PLANNING		12
2.1 Coverage Count Program		
2.2 Population and Land Use Data Collection		
2.3 GIS Data Development		
III. LONG RANGE TRANSPORTATION PLANNING		14
3.1 Travel Demand Forecasting		
3.2 Regional Transit District		
3.3 Functional Classification System		
3.4 Transportation Plan update		
3.5 Transit Long Range Plan		
IV. SHORT RANGE TRANSPORTATION PLANNING		17
4.1 Intelligent Transportation Systems Development		
4.2 Safety Conscious Planning		
V. IMPLEMENTATION		20
5.1 Local Assistance		
5.2 Transit Assistance		
5.3 Transportation Improvement Plan (TIP)		
BUDGET SUMMARY		23

LAS CRUCES MPO SELF-CERTIFICATION STATEMENT

In accordance with 23 CFR 450.334, the New Mexico Department of Transportation, and the Las Cruces Metropolitan Planning Organization for the Las Cruces urbanized area hereby certify that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

- (1) 49 U.S.C. Section 5323(l), 23 U.S.C. 135, and 23 CFR Part 450.220;
- (2) Title VI of the Civil Rights Act of 1964 and the Title VI assurance executed by each State under 23 U.S.C. 324 and 29 U.S.C. 794;
- (3) Section 1101(b) of the Transportation Equity Act for the 21st Century (Pub. L. 105-178) regarding the involvement of Disadvantaged Business Enterprises in FHWA and FTA funded planning projects (Sec. 105(f), Pub. L. 97-424, 96 Stat. 2100; 49 CFR, Subtitle A, Part 26);
- (4) The provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and U. S. DOT implementing regulation;
- (5) The provision of 49 CFR Part 20 regarding restrictions on influencing certain activities; and
- (6) Sections 174 and 176(c) and (d) of the Clean Air Act as amended (42 U.S.C. 7504, 7506(c) and (d)).

POLICY COMMITTEE

CHAIRPERSON

Date

NMDOT

Date

INTRODUCTION

The Las Cruces Metropolitan Planning Organization (MPO), is the transportation planning entity for the Urbanized Area of Las Cruces, New Mexico, and is required to meet the transportation planning mandates of the Safe, Accountable, Flexible, Efficient Transportation Equity Act- A Legacy for Users (SAFETEA-LU). In order to accomplish this task, the MPO engages in a process of public review and comment resulting in the annual Unified Planning Work Program which outlines, budgets, and guides planning projects and activities for the upcoming fiscal year.

MPO COMPOSITION

The Las Cruces MPO is composed of the City of Las Cruces, Doña Ana County, and the Town of Mesilla. As a multi-jurisdictional entity, the MPO assists with coordinating growth management and land use planning issues of the Urbanized Area's transportation system and proposed improvements. Traffic and transportation system problems often cross jurisdictional boundaries; therefore, the need exists for intergovernmental cooperation in the planning process. Also, the planning process should become integrated with existing individual government processes, and should have established policies and plans that insure proper coordination among these agencies.

The MPO is formed under a Joint Powers Agreement (JPA) between the City of Las Cruces, Town of Mesilla, and Doña Ana County, and the New Mexico Department of Transportation. The JPA outlines the following four levels of organizational structure for the transportation planning process.

Policy Committee

A Policy Committee exists with representation consisting of three elected officials from each of the three participating local governments. To establish policies governing the urban transportation planning process, the primary duties of the Policy Committee include, but are not limited to:

- 1) Serve as a forum for cooperative decision making on transportation related matters;
- 2) Provide general policy guidance and direction to the MPO Staff, Technical Advisory Committee (TAC), and the Bicycle and Pedestrian Facilities Advisory Committee (BPAC);
- 3) Review and act upon actions as the Metropolitan Planning Organization;
- 4) Receive and act upon recommendations made by the MPO Staff, TAC, and BPAC;
- 5) Receive and consider public input; and
- 6) Determine jurisdictional boundaries of the planning area.

Technical Advisory Committee

A Technical Advisory Committee (TAC) serves in an advisory capacity to the Policy Committee. The TAC is composed of staff from the three member jurisdictions of the MPO plus staff from NMSU, BLM, EBID, Doña Ana County Flood Commission, Las Cruces Public Schools, and NMDOT.

The main functions of the TAC include but, are not limited to:

- 1) Carry out the instructions of the Policy Committee;
- 2) Provide routine guidance and at least annually report on the adequacy of the urban transportation planning process;
- 3) Recommend revision of the intergovernmental agreement;
- 4) Review the Transportation Improvement Plan (TIP) and the UPWP and recommend appropriate revisions;
- 5) Review the Urban Area Boundary and make recommendations for revisions;
- 6) Review and recommend amendments/updates to the MPO Transportation Plan; and
- 7) Provide technical recommendations concerning the Major Thoroughfare Plan.

Bicycle and Pedestrian Facilities Advisory Committee (BPFAC)

The Bicycle and Pedestrian Facilities Advisory Committee (BPAC) serves in an advisory capacity to the Policy Committee. The BPAC is comprised of citizen and staff representatives from the three MPO members plus staff from NMSU and NMDOT.

The main functions of the BPAC include, but are not limited to:

- 1) Carry out the instructions of the Policy Committee;
- 2) Provide routine guidance and annually report the status of existing, proposed, and future bicycle and pedestrian facilities;
- 3) Provide recommendations to the Policy Committee regarding amendments to the Bicycle Facilities System map;
- 4) Provide technical recommendations to the Policy Committee regarding proposed bicycle and pedestrian related projects;
- 5) Review and recommend amendments/updates to the MPO Transportation Plan regarding bicycle and pedestrian issues; and
- 6) Serve as an avenue for public input to the Policy Committee.

MPO Administrator: City of Las Cruces

The City of Las Cruces has been designated as the administrative agent of the MPO and is responsible for the operational functions of the agency, pursuant to requirements outlined within 23 CFR Part 450 Subpart C and 49 CFR Part 613 Subpart A resulting from the Intermodal Surface Transportation Efficiency Act of 1991, followed by the Transportation Equity Act for the 21st Century (TEA-21) and the Safe Efficient Flexible Accountable Transportation Equity Act- A Legacy for Users (SAFETEA-LU). The MPO is responsible, together with NMDOT, for carrying out transportation planning in the urbanized area. Primary duties of the MPO include, but are not limited to:

- 1) Develop a long-range, financially constrained transportation plan a minimum of every five years;
- 2) Develop and publish a UPWP which contains all urban transportation planning activities for each annual work period;
- 3) Develop and update at least bi-annually a Transportation Improvement Program (TIP) for the MPO area;

- 4) Program the administration of transportation planning and multi-modal planning funds, and contract administration for these and other funds as necessary;
- 5) Implement the long-range transportation plan by means of the policies adopted by the Policy Committee; and
- 6) Serve as an avenue for public input to the transportation planning process.

The MPO Officer is an employee of the City's Community Development Department and is vested with the responsibility of serving as principal staff person for the Policy, Technical Advisory, Citizen Advisory, and Bicycle and Pedestrian Facilities Advisory Committees. The MPO Officer also supervises the transportation planning process. Las Cruces MPO Staff includes: Vincent Banegas (Development and MPO Administrator), Tom Murphy, AICP (MPO Officer), Andy Hume (Planner), Caerillion Thomas (Associate Planner) K. Naoma Staley (SRTS Coordinator) and Andrew Wray (Development Technician).

Planning Coordinator(s)

A Planning Coordinator(s) from the NMDOT has been assigned to work with the MPO and local governments. Primary duties of the Planning Coordinator include, but are not limited to:

- 1) Serve as a liaison with MPO committees and staff;
- 2) Provide technical assistance for the development and implementation of the TIP;
- 3) Monitor work progress of the MPO staff; and
- 4) Assist in program management through the maintenance of current records of expenditures, the reimbursement of funds, the relaying of information, and the channeling of direction from FHWA, FTA, and NMDOT.

Current NMDOT liaisons to the Las Cruces MPO are David Harris and Michael Gallagher.

PURPOSE

The purpose of the Unified Planning Work Program is to outline intermodal transportation planning activities, within a financially constrained budget, to be conducted within the Las Cruces MPO Planning Area for the period of July 1, 2010 through June 30, 2012.

FRAMEWORK

The Unified Planning Work Program presented on the following pages includes several sections as outlined below:

MPO Composition

This section provides a brief summary of the purpose and organization of the Las Cruces Metropolitan Planning Organization (MPO).

Program Support and Administration

This provides an outline of activities necessary for the administration, management, and operation of the MPO. This includes basic overhead, administrative costs, program support such as UPWP development, budget and financial management, annual and quarterly reports, general public participation, and public information.

General Development and Comprehensive Planning

This consists of the Metropolitan Transportation Plan (minimum 20 year planning horizon) for the Metropolitan Planning Organization. Included are the regional policy and system planning, containing the development and maintenance of related data collection and analysis systems such as land use, housing, human services, environmental and natural resources, open space, public facilities, and demographics.

Long Range Transportation Planning

This is primarily long range project level planning that includes traffic modeling, travel demand modeling, travel forecasting, appropriate database development and maintenance, system analysis and plan development, and corridor and sub-area studies.

Short Range Transportation Planning

Short range transportation planning includes system or project planning and analysis proposed in the next three to five years and appropriate database development and maintenance.

Implementation

This outlines the development and monitoring of the implementation sections of each Transportation Plan Element. Included, is assisting local governments in preserving future rights-of-way, primarily through the land subdivision process.

Budget Summary

A budget providing estimated program costs for the MPO's activities and a summary of funding sources.

I. PROGRAM SUPPORT AND ADMINISTRATION (41.11.00)

OBJECTIVE

These activities are necessary for the administration, management, and operation of the MPO. This includes basic overhead, administrative costs, program support, budget and financial management, annual and quarterly reports, public participation and information, staff professional development and agency cooperation.

PROPOSED PROGRAMS

- 1.1 Policy Manual/Bylaws – This document contains the operating policy procedures of the MPO and addresses such items as describing the process by which the MPO Policy Committee revises the Metropolitan Transportation Plan, the process of right-of-way acquisition, and the consultant selection procedure for professional services. These and other policy procedures that may come before the MPO Policy Committee will be contained in this manual and will be updated as needed.

Products/Actions:

Update bylaws consistent with guidance offered by Las Cruces MPO Location Study as directed by the Policy Committee.

Update bylaws as necessary resulting in changes in the Joint Powers Agreement revision.

Staff assigned: all

- 1.2 Unified Planning Work Program – The UPWP is the yearly work program for the MPO. The document outlines all planning and administrative activities that will be undertaken by the MPO during the upcoming federal fiscal year.

Staff assigned: all

- 1.3 Quarterly Reports – Reports on the activities of the Las Cruces MPO will be prepared quarterly.

Staff assigned: all

- 1.4 Committee meetings:

Policy Committee Meetings – Monthly meetings of the Policy Committee are held to review and take action on various transportation issues in the urban area. Special meetings may be held if necessary. One joint meeting with the El Paso MPO Policy Board will be scheduled.

Staff assigned: all

Technical Advisory Committee Meetings (TAC) – Monthly meetings of the TAC are held to make recommendations to the Policy Committee on transportation issues within the urban area.

Staff assigned: all

Bicycle and Pedestrian Facilities Advisory Committee (BPAC) – Monthly meetings of the BPAC are held to make recommendations to the Policy Committee on bicycle and pedestrian transportation issues within the urban area.

Staff assigned: Caeri Andy;

- 1.5 Budget and Financial Management – A budget and appropriate financial reports and records will be prepared and maintained by the MPO Officer concurrent with the City of Las Cruces budget cycle.

Staff assigned: Vince; Tom

- 1.6 Miscellaneous Administration – A variety of miscellaneous tasks will be undertaken as needed and on a day-to-day basis to ensure continued operation of the MPO and coordination with other agencies. These include but are not limited to:

- MPO Annual Certification of the Planning Process (23 CFR 450.334 & CFR 613.100). LCMPO shall prepare a Policy Committee Resolution ensuring adherence to the planning process.
- Adherence to the Open Meetings Act
- Develop coordination meeting with CLC, DAC, TOM, NMDOT to discuss long-range planning issues and their affects on current and future projects
- Develop coordination meeting with EPMPO, SCCOG, SCRTD, NMDOT, TxDOT, and Juarez Planning Group to discuss long-range planning and intergovernmental cooperation issues;
- Las Cruces MPO Location and Organization Study. LCMPO shall work with NMDOT and their consultant during the completion of the study.

Staff assigned: all

- 1.7 State and Federal Coordination – HPMS Report – As part of the management systems, the Federal Highway Administration, under procedures outlined in 23 U.S.C. 307 and 23 CFR 500.805, requires the MPO to collect data on all phases of road construction modernization, development, design, maintenance, safety, financing, and traffic conditions. Staff will continue as directed by the state to collect and transmit data pursuant to state and federal regulations. Staff will

continue to promote coordination among the Las Cruces MPO, surrounding MPO's, the State and Federal transportation agencies.

Staff assigned: all

- 1.8 Staff and Professional Development – Staff will attend meetings designed to enhance technical/professional skills.

Staff assigned: all

- 1.9 Public Involvement – The Las Cruces MPO will actively involve the public in all relevant projects, activities, and public meetings pursuant to the New Mexico Open Meetings Act, the MPO Public Participation Plan and MPO Bylaws, and applicable federal regulations. The MPO will coordinate with the El Paso MPO on issues common to both regions. The MPO will continue to publish its monthly e-newsletter, *Intersections*, and continue to expand the Las Cruces MPO web page in order to maximize public outreach.

Staff assigned: all

Estimated costs for Program Support and Administration (41.11.00)

Task	Description	Staff assigned	Staff hours		Estimated Cost					
			FY 11	FY 12	PL 112 (FY 11)	PL 112 (FY 12)	5303 (FY 11)	5303 (FY 12)	SRTS FY 11	SRTS FY 12
1.1	Policy Manual/Bylaws	All	100	100	\$2,618.40	\$2,618.40	\$520.51	\$520.51		
1.2	UPWP	Tom	120	120	\$3,142.08	\$3,142.08	\$624.61	\$624.61		
1.3	Quarterly Reports	Tom	50	50	\$1,309.20	\$1,309.20	\$260.25	\$260.25		
1.4	Committee meetings									
	Policy	All	250	250	\$6,545.99	\$6,545.99	\$1,301.27	\$1,301.27		
	Technical	All	350	350	\$9,164.39	\$9,164.39	\$1,821.78	\$1,821.78		
	BPAC	Andy; Caeri	180	180	\$4,713.11	\$4,713.11	\$936.91	\$936.91		
1.5	Budget and Financial Management	Vince; Tom	100	100	\$2,618.40	\$2,618.40	\$520.51	\$520.51		
1.6	Miscellaneous Administration	All	181	181	\$4,739.30	\$4,739.30	\$942.12	\$942.12		
1.7	State and Federal Coordination	All	35	35	\$916.44	\$916.44	\$182.18	\$182.18		
1.8	Professional Development	All	120	120	\$3,142.08	\$3,142.08	\$624.61	\$624.61	\$3,214.05	\$0.00
1.9	Public Involvement	All	50	50	\$1,309.20	\$1,309.20	\$260.25	\$260.25		
Subtotals					\$40,218.57	\$40,218.57	\$7,995.00	\$7,995.00	\$3,214.05	\$0.00
Grand Total			1536	1536	\$99,641.20					

II. GENERAL DEVELOPMENT AND COMPREHENSIVE PLANNING (41.12.00)

OBJECTIVE

This regional policy and system planning consists of collecting and maintaining data on the existing transportation system, and analyzing factors that affect the current and future transportation system (e.g., land use, housing, human services, environmental and natural resources, open space, public facilities and utilities, etc.).

PROPOSED PROGRAMS

- 2.1 Coverage Count Program – Staff will continually update the Congestion and Public Transportation Management System with traffic counts and information about the data collection process, thus increasing the availability of traffic data to the public and to other governmental agencies. The MPO will work with NMDOT to implement the state's new TIMS data management program..

Products/Actions:

Complete first year of three year count cycle (Dec 2010)
Commence second year of three year count cycle (Jan 2011)
2010 Traffic Flow Map (May 2011)
Complete second year of count cycle (Dec 2011)
Commence third year of count cycle (Jan 2012)
2011 Traffic Flow Map (May 2012)

Participants: LCMPO, NMDOT

Staff assigned: Andrew; co-ops

- 2.2 Population and Land Use Data Collection – Staff will update MPO databases and GIS layers as information becomes available. The City of Las Cruces Community Development Department may conduct land use inventories on a corridor or as-needed basis. MPO staff will participate in any such efforts and use the data obtained for future planning purposes.

Products/Actions:

Inventory of CLC and ETZ Master Plan documents
Review existing local plans for consistency with MTP
Maintain regional population data as an affiliate in the State Data Center/
Business and Industry Data Center (SDC/BIDC)

Staff assigned: Tom; Caeri; co-ops

- 2.3 GIS Data Development (CLC, DAC, TOM, NMSU, NMDOT) – Conversion of data to enable GIS analysis of pedestrian catchments and Pedestrian and Bicycle Level of Service.

Products/Actions:
 Mobility Zone Analysis
 Update Truck/ Hazardous Cargo map for region
 Purchase Arcview Editor license
 ARCVIEW Network Analyst
 ARCVIEW Spatial Analyst

Staff assigned: Andrew; Caeri

Estimated Costs for General Development and Comprehensive Planning (41.12.00)

Task	Description	Staff assigned		Staff hours	Estimated Cost			
					PL 112 (FY 11)	PL 112 (FY 12)	5303 (FY 11)	5303 (FY 12)
2.1	Coverage Count Program	Andrew; co-ops	800	800	\$24,514.18	\$24,514.18		
2.2	Population and Land Use Data Collection	Caeri; co-ops	450	450	\$13,789.23	\$13,789.23	\$1,332.50	\$1,332.50
2.3	GIS Data Development	Andrew; Caeri	500	500	\$15,321.36	\$15,321.36	\$1,332.50	\$1,332.50
Subtotals			1750	1750	\$53,624.77	\$53,624.77	\$2,665.00	\$2,665.00
Grand Total			3500		\$112,579.53			

III. LONG RANGE TRANSPORTATION PLANNING (41.13.01)

OBJECTIVE

Conduct long range project level planning identified in the 2005 Long Range Transportation Plan including traffic modeling, travel demand forecasting, appropriate database development and maintenance, system analysis and plan development. Conduct activities specifically emphasizing long range project level planning and analysis such as corridor and sub-area studies. These studies/plans address current transportation issues/problems within the LCMPO urban area. These are long range planning projects that encompass roads, public transportation, and non-motorized modes of transportation.

PROPOSED PROGRAMS

- 3.1 Travel Demand Forecasting – The LCMPO currently uses VISUM software for travel demand forecasting. The VISUM model was converted from the LCMPO's previous EMME/2 model with the cooperation of the NMDOT and El Paso MPO. The aim is to develop an integrated regional travel demand model. The model will be utilized for projections requested by member agencies and NMDOT to aid project development.

Products/ Actions:

Continue to coordinate with El Paso MPO on the use of VISUM
 Update VISUM network and land use assumptions (Quarterly)
 Scenario analysis for proposed Arrowhead interchange
 Main Street capacity analysis for US 70 Phase III
 University Avenue corridor
 Develop regional modeling steering committee
 Contract out update of VISUM model for new RoadRUNNER transit routes system
 Training on VISSIM to present VISUM results at public and committee meetings

Participants: LCMPO, EPMPPO, NMDOT, TXDOT, CLC, DAC, TOM

Staff assigned: Tom; Caeri

- 3.2 Regional Transit District – MPO Staff will provide local assistance to MPO members that are also members of the SCRTD. Staff will attend SCRTD Board meetings and lend technical assistance as required.

Products/Actions:

Coordinate transit planning between the MPO area and the SCRTD

Participants: LCMPO, SCCOG, El Paso MPO, NMDOT, local governments

Staff assigned: Tom; Caeri

- 3.3 Functional Classification – MPO staff will maintain and update, as needed, the functional classification to ensure consistency with the statewide functional classification listing.

Staff assigned: Andy; Caeri

- 3.4 Transport 2040 implementation –The Las Cruces MPO's Metropolitan Transportation Plan (MTP) known as Transport 2040 is anticipated to be adopted by July '10. The MTP is a long range transportation plan that guides multi-modal transportation planning, construction, and maintenance of an integrated transportation network for the MPO planning area. FY 10-11 work will include:

Products/Actions:

Conduct GIS assessments on all Mobility Zones within

Work with member jurisdictions to develop Asset Management Plans

Work with member jurisdictions to evaluate Access Management standards

Staff assigned: all

- 3.5 Transit Long Range Plan – MPO staff will coordinate the effort to develop RoadRUNNER Transit's Long Range Plan as prescribed the Strategic Plan adopted in FY 06/07. The plan will guide the City's transit related efforts in such areas as increasing the accessibility and convenience of public transportation to all citizens, focusing primarily on extending transit service to newly developed areas of the City of Las Cruces. Also look at the provision of new transit services such as park and ride and express bus routes. Investigate transit policies that support Transit Oriented Development and affordable housing.

Products/Actions:

Contract to develop RoadRUNNER Long Range Transit Plan (Fall 2009)

Staff assigned: Caeri

- 3.6 **GENERAL CONSULTANT FEES** – The MPO has reserved funding for consultant fees to assist with planning activities, which provides flexibility to the MPO to use a portion of the additional PL at a later time. General consultant fees could be used for the MTP update, the traffic count program, or planning studies.

Estimated Costs for Long Range Transportation Planning (41.13.00)

Task	Description	Staff assigned	Staff hours		Estimated Cost			
					PL 112 (FY 11)	PL 112 (FY 12)	5303 (FY 11)	5303 (FY 12)
3.1	Travel Demand Forecasting	Tom; Caeri; Andy	650	650	\$53,624.77	\$53,624.77	\$7,995.00	\$7,995.00
3.2	Regional Transit District	Tom; Caeri	50	50			\$5,330.00	\$5,330.00
3.3	Functional Classification System	Andrew; Caeri	50	50	\$16,087.43	\$16,087.43		
3.4	Transportation Plan Update	all	954	954	\$37,537.34	\$37,537.34		
3.5	Transit Long Range Plan	Caeri	250	250			\$13,325.00	\$13,325.00
Subtotals			1954	1954	\$107,249.53	\$107,249.53	\$26,650.00	\$26,650.00
Grand Total			3908		\$267,799.06			

IV. SHORT RANGE TRANSPORTATION PLANNING (41.14.00)

OBJECTIVE

Short range transportation planning includes system or project planning and analysis proposed in the next three to five years. This also includes the appropriate database development and maintenance.

PROPOSED PROGRAMS

- 4.1 Intelligent Transportation System (ITS) Development – The Intelligent Transportation System is a collection of technologies that include advanced traffic monitoring, signal control, and vehicle guidance and control systems. The ITS Steering Committee, comprised of members from numerous City, County, State and Federal agencies will continue to meet to develop strategies and identify funding sources to allow ITS deployment in the Las Cruces area. Development of a traffic operations center is a long-term goal. With the completion of the Statewide ITS Architecture completed in early 2007, the staff will work with NMDOT to complete a major update of the MPO's Regional ITS Architecture. This update will bring the Architecture into SAFETEA-LU compliance while aligning it with the Statewide Architecture and inputting the entire Regional Architecture into a Turbo database.

Products/Actions:

Continued coordination through ITS Steering Committee
Development of implementation program to place ITS projects on the TIP
Evaluate signal spacing standards for ITS applications.

Participants: NMDOT, CLC, DAC, TOM, MVRDA

Staff assigned: Andy

- 4.2 Safety Conscious Planning

4.2.1 Safe Routes to School – MPO Staff will continue to coordinate the development of a regional Safe Routes to School (SR2S) program. An analysis of the methods and results will be presented to the MPO committees and will be developed into goals, objectives and policies for the Transportation Plan. Staff will work with administrative staff from the Las Cruces Public Schools to develop a presentation for the School Board.

Products/Actions:

Develop a district-wide action plan to address the 5 E's of engineering, education, encouragement, enforcement, and evaluation
Using the survey data and other resources, including route assessments of selected schools, to determine the SRTS needs district-wide and identify potential target schools for SRTS programs

A SRTS educational program and encouragement activities that can be used by schools district-wide (with the understanding that schools with unsafe routes should not encourage students to walk or bike until said routes are made safe)

Coordination with local law enforcement agencies on enforcement strategies related to the SRTS program.

Develop strategies for implementation of district-wide action plan

Participants: LCMPO, CLC, DAC, LCPS, GISD, NMDOT

Staff assigned: Naoma

- 4.2.2 Bicycle Safety Projects – Mobility Zone assessments will include measuring total bicycle facility miles, a connectivity index for bicycle facilities, and bicycle-involved crashes. These analyses may be used to apply for safety funding through the New Mexico Department of Transportation. MPO staff will continue assisting the City's Bicycle Friendly Community Task Force.

Staff assigned: Andy

- 4.2.3 Safety in Transit Planning – MPO staff will assist in working with RoadRUNNER Transit to address safety needs for both riders and drivers and in the creation of physical transit facilities. RoadRUNNER, in cooperation with NMDOT, has acquired a transit safety and security training course that has been given to supervisors and will be given to drivers this year.

Staff assigned: Caeri

- 4.2.4 Pedestrian Safety Projects – Mobility Zone assessments will include measuring pedestrian catchment areas for schools, parks, and transit routes as well as pedestrian-involved crashes. MPO staff will develop a program for identifying needed pedestrian safety projects that could be added to the TIP.

Staff assigned: Caeri

Estimated Costs Short Range Transportation Planning (41.14.00)

Task	Description	Staff assigned	Staff hours		Estimated Cost					
					PL 112 (FY 11)	PL 112 (FY 12)	5303 (FY 11)	5303 (FY 12)	SRTS FY 11	SRTS FY 12
4.1	Intelligent Transportation System (ITS) Development	Andy	100	100	\$4,424.04	\$4,424.04	\$959.40	\$959.40		
4.2	Safety Conscious Planning	Andy; Caeri; Naoma	2528	2528	\$35,794.53	\$35,794.53	\$9,700.60	\$9,700.60	\$61,066.95	\$61,066.95
Subtotals			2628	2628	\$40,218.57	\$40,218.57	\$10,660.00	\$10,660.00	\$61,066.95	\$61,066.95
Grand Total			5256		\$162,824.10					

V. IMPLEMENTATION (41.15.00)

5.1 Local Assistance – The Las Cruces MPO will assist local governments (City of Las Cruces, Dona Ana County, and the Town of Mesilla) with transportation planning related issues.

5.1.1 Special traffic counts (as needed) – MPO staff will conduct traffic and classification counts as requested by the City, County and Town.

Staff assigned: Andrew; co-ops

5.1.2 Development Review Committee (DRC) – The MPO is a voting member of the City DRC. MPO staff provides a transportation perspective on subdivision matters and zone change requests.

Staff assigned: Tom; Caeri

5.1.3 Extra-Territorial Design Review Committee (EDRC) – The MPO is a voting member of the joint City-County EDRC. MPO staff provides a transportation perspective on subdivision matters within the extra-territorial zone.

Staff assigned: Caeri

5.1.4 Plan review (local governments) – MPO staff reviews subdivision and zoning proposals submitted within the City and the County for compliance with the Transportation Plan. Staff also reviews road construction plans to ensure conformity with the Transportation Plan.

Staff assigned: Caeri; Andrew

5.2 Transit Assistance – The Las Cruces MPO receives \$5303 funding in order to conduct transit planning within the MPO area. This section outlines activities that support this function in addition to larger specific programs identified in III and IV.

Products/ Actions: Maintain and develop GIS data (as needed)
 Assist in developing the Intermodal Center
 Survey and ROW work orders for bus shelters (ongoing)
 Transit Advisory Board (monthly)
 Assist in data collection and reporting (as needed)

Staff assigned: Caeri

5.3 Transportation Improvement Program (TIP) – MPO staff will continue to keep the TIP up-to-date. Project requests and input will be taken and amended into the TIP through action by the Policy Committee.

Participants: LCMPO; NMDOT; CLC; TOM; DAC

Staff assigned: Andy; Tom

Estimated Costs for Implementation (41.15.00)

Task	Description	Staff assigned	Staff hours		Estimated cost			
					PL 112 (FY 11)	PL 112 (FY 12)	5303 (FY 11)	5303 (FY 12)
5.1	Local Assistance	All	75	75	\$11,529.32	\$11,529.32	\$2,132.00	\$2,132.00
	Special Traffic Counts	Andrew; co-ops	200	200	\$2,681.24	\$2,681.24		
	Development Review Committee (DRC)	Tom; Caeri	100	100	\$1,340.62	\$1,340.62		
	Extra-territorial DRC	Caeri; Andrew	75	75	\$1,340.62	\$1,340.62		
	Open Space Network	Andy;	10	10	\$536.25	\$536.25		
	Plan review	Andrew; Caeri	200	200	\$1,340.62	\$1,340.62		
5.2	Transit Assistance	Caeri; Tom	625	625			\$2,665.00	\$2,665.00
5.3	Transportation Improvement Plan (TIP)	Andy; Tom	226	226	\$6,703.10	\$6,703.10	\$533.00	\$533.00
Subtotals			1511	1511	\$26,812.38	\$26,812.38	\$5,330.00	\$5,330.00
Grand Total			3022		\$64,284.77			

This page left blank intentionally.

Fiscal Year 2010-2011 (FY 11)	Program Support and Administration	General Development and Comprehensive Planning	Long Range Transportation Planning	Short Range Transportation Planning	Implementation	Subtotal	Grant totals	Program totals
FUNDING SOURCE	41,111.00	41,120.00	41,130.00	41,140.00	41,150.00			
FHWA 112 (85%)	\$34,362.75	\$45,817.00	\$91,634.00	\$34,362.75	\$22,908.50	\$229,085		
CLC (112)	\$5,855.82	\$7,807.77	\$15,615.53	\$5,855.82	\$3,903.88	\$39,038.83	\$268,123.83	\$268,123.83
MATCH(15%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
CLC overmatch								
DAC								
MESILLA								
FTA GRANT 5303(80%)	\$6,396.00	\$2,132.00	\$21,320.00	\$8,528.00	\$4,264.00	\$42,640.00		
CLC	\$1,599.00	\$533.00	\$5,330.00	\$2,132.00	\$1,066.00	\$10,660.00	\$53,300.00	\$53,300.00
(5303)MATCH(20%)	\$3,214.05			\$61,066.95		\$64,281.00	\$64,281.00	\$64,281.00
NMDOT (SRTS)	\$51,427.62	\$56,289.77	\$133,899.53	\$111,945.52	\$32,142.38	\$385,704.83	\$385,704.83	\$385,704.83
TOTAL								
(PERCENT OF 112)	15.00%	20.00%	40.00%	15.00%	10.00%	100.00%		
(PERCENT OF 5303)	15.00%	5.00%	50.00%	20.00%	10.00%	100.00%		
(Percent of SRTS)	5.00%	0.00%	0.00%	95.00%	0.00%	100.00%		
PERCENT TOTAL	13.33%	14.59%	34.72%	29.02%	8.33%			

Fiscal Year 2011-2012 (FY 12)	Program Support and Administration	General Development and Comprehensive Planning	Long Range Transportation Planning	Short Range Transportation Planning	Implementation	Subtotal	Grant totals	Program totals
FUNDING SOURCE	41.11.00	41.12.00	41.13.00	41.14.00	41.15.00			
FHWA 112 (85%)	\$34,362.75	\$45,817.00	\$91,634.00	\$34,362.75	\$22,908.50	\$229,085		
CLC (112)	\$5,855.82	\$7,807.77	\$15,615.53	\$5,855.82	\$3,903.88	\$39,038.83	\$268,123.83	\$268,123.83
MATCH(15%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
CLC overmatch								
DAC								
MESILLA								
FTA GRANT								
5303(80%)	\$6,396.00	\$2,132.00	\$21,320.00	\$8,528.00	\$4,264.00	\$42,640.00		
CLC	\$1,599.00	\$533.00	\$5,330.00	\$2,132.00	\$1,066.00	\$10,660.00	\$53,300.00	\$53,300.00
(5303)MATCH(20%)	\$3,214.05			\$61,066.95		\$64,281.00	\$64,281.00	\$64,281.00
NMDOT (SRTS)	\$51,427.62	\$56,289.77	\$133,899.53	\$111,945.52	\$32,142.38	\$385,704.83	\$385,704.83	\$385,704.83
TOTAL	\$51,427.62	\$56,289.77	\$133,899.53	\$111,945.52	\$32,142.38	\$385,704.83	\$385,704.83	\$385,704.83
(PERCENT OF 112)	15.00%	20.00%	40.00%	15.00%	10.00%	100.00%	100.00%	100.00%
(PERCENT OF 5303)	15.00%	5.00%	50.00%	20.00%	10.00%	100.00%	100.00%	100.00%
(Percent of SRTS)	5.00%	0.00%	0.00%	95.00%	0.00%	0.00%	0.00%	0.00%
PERCENT TOTAL	13.33%	14.59%	34.72%	29.02%	8.33%			