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City of Las Cruces[®]
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Council Action and Executive Summary

Item # 6 Ordinance/Resolution# 13-001

For Meeting of _____
 (Ordinance First Reading Date)

For Meeting of **July 2, 2012**
 (Adoption Date)

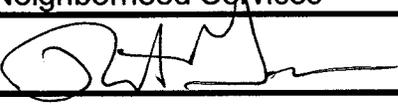
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES AND DOÑA ANA COUNTY FOR THE CAMINO REAL REGIONAL CONSORTIUM AND THE CAMINO REAL REGIONAL PLAN FOR SUSTAINABLE DEVELOPMENT PROJECT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ON THE CITY'S BEHALF.

PURPOSE(S) OF ACTION:

To approve a Memorandum of Understanding with Doña Ana County.

COUNCIL DISTRICT: N/A		
<u>Drafter/Staff Contact:</u> David Dollahon	<u>Department/Section:</u> Community Development / Planning & Neighborhood Services	<u>Phone:</u> 528- 3060
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Doña Ana County submitted a grant application to the U.S. Department of Housing and Urban Development (HUD) in late 2011 for HUD's Regional Sustainable Communities Planning Program. The County was notified in January 2012 that they had received \$2,000,000 to undertake and implement the Camino Real Regional Plan for Sustainable Development Project for all of Doña Ana County, including the City of Las Cruces.

As part of the grant requirements, the County has established a guiding body called the Camino Real Regional Consortium (henceforth "Consortium") that is to oversee and assist the County with coordination with other entities to successfully implement the Camino Real Regional Plan for Sustainable Development (henceforth "Regional Plan" or "Project"). In order to implement the operating procedures for the Consortium, Doña Ana County staff and others, in consultation with the delegated Consortium representatives, have developed a Memorandum of Understanding that is to be signed between current and future Consortium members, including the City of Las Cruces.

The proposed Resolution, if approved, would outline the City's delegates to the Consortium, responsibilities, and future benefits by implementing the components to the project, including the Regional Plan for Sustainable Development. The entire project must be completed within three years of the grant award from HUD to Doña Ana County. Specific project components, in addition to the Plan, include the development of:

- 1) A broad partnership to advance regional sustainable development;
- 2) Model sub-area plans for a Corridor Plan for the Camino Real Corridor, a Bi-National Border Plan; and Colonia Master Plan;
- 3) Plan for Regional Capital needs; and
- 4) A Unified Development Ordinance for potential use by all local governments in the county; sustainability indicators and track progress towards long-term desired outcomes.

There is a match requirement to the City's participation and it can be provided as in-kind contributions toward the completion of the project. The City's match will be provided through staff support in meeting participation and other assistance on specific project components.

Actions to date for the City and the Consortium are:

- 1) Mayor Pro-Tem Thomas and Councilor Pedroza are the designated City primary and alternate representatives, respectively to the Consortium;
- 2) City staff and elected officials are serving on various subcommittees of the Consortium; and
- 3) County staff have developed, issued, and/or received Requests for Proposals on most of the project components.

Other than on-going meetings of the Consortium and subcommittees, the next major event is the Project Summit which is scheduled for August 18, 2012.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Memorandum of Understanding.

RESOLUTION NO. 13-001

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES AND DOÑA ANA COUNTY FOR THE CAMINO REAL REGIONAL CONSORTIUM AND THE CAMINO REAL REGIONAL PLAN FOR SUSTAINABLE DEVELOPMENT PROJECT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ON THE CITY'S BEHALF.

The City Council is informed that:

WHEREAS, Doña Ana County applied for and was awarded a grant for the development and implementation of the Camino Real Regional Plan for Sustainable Development Project (henceforth known as the "Project") from the U.S. Department of Housing and Urban Development(HUD); and

WHEREAS, as a condition of the grant from HUD, the County is required to undertake certain efforts to implement the Project within the established deadline, including the creation of a guiding body and adoption of a Memorandum of Understanding between and inclusive and exhaustive list of stakeholders; and

WHEREAS, as a further condition of the grant from HUD to implement this type of project, the principal city (or cities) of the county (or counties) under which the Regional Plan for Sustainable Development is being developed, must be a participant in and signatory to the Memorandum of Understanding; and

WHEREAS, the County has taken the necessary steps to accept the grant from HUD and to implement the steps to create the Camino Real Regional Plan for Sustainable Development and other outlined tasks or projects, including the creation of the Camino Real Consortium and its Regional Leadership Committee, as well as the proposed Memorandum of Understanding.

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

(I)

THAT the Memorandum of Understanding, as shown in Exhibit "A," including all of its attachments, attached hereto and made a part of this Resolution, is hereby approved.

(II)

THAT the Mayor is hereby authorized to execute the Memorandum of Understanding with Doña Ana County on the City's behalf.

(III)

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

DONE AND APPROVED this _____ day of _____ 2012.

APPROVED:

Mayor

ATTEST:

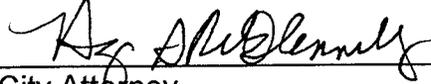
City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

VOTE:

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

MEMORANDUM OF UNDERSTANDING Camino Real Regional Consortium

1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to provide mutual understanding among the members of the Camino Real Regional Consortium ("Consortium") of the goals, benefits, roles and responsibilities, decision-making, new membership, partnering opportunities, and grant activities associated with the Camino Real Regional Plan for Sustainable Development Project (Project).

2. Background

Leaders from public and private sectors and community members of Doña Ana County recognize the importance of working together to maintain and improve the region's strength in economic opportunity, excellent natural resources, and quality of life. Challenges – such as efficient and equitable transportation, improving water quality, providing housing options near jobs and transit, increasing capital investments and jobs, and fostering career opportunities for all -- are interrelated and span municipal, state and international borders. They cannot be solved by individual municipalities or organizations acting alone or through single-focus methods. They require public-private collaboration and multi-pronged approaches. In fall 2011, governmental agencies and non-profit entities came together to seek funding for collaborative and multi-faceted approaches to regional challenges. As a result of this effort, a three-year \$2 million Sustainable Communities Regional Planning Grant (SCRPG) from the U.S. Department of Housing and Urban Development (HUD) for the Project was secured. The Project will promote regional collaboration and sustainable communities through a range of planning activities. Execution of this MOU within 120 days of the grant start date is a requirement and serves as the formal Consortium agreement.

As part of the Project application, required Consortium member agencies signed a Letter of Commitment in which they agreed to work cooperatively to carry out the goals and program of the Project and advance the HUD Livability Principles of the federal Sustainable Communities Partnership. Under HUD's Sustainable Communities Regional Planning Grant Program (SCRPG) sustainable communities are defined as:

Urban, suburban, and rural places that successfully integrate housing, land use, economic and workforce development, transportation, and infrastructure investments in a manner that empowers jurisdictions to consider the interdependent challenges of: 1) economic competitiveness and revitalization; 2) social equity, inclusion, and access to opportunity; 3) energy use and climate change; and 4) public health and environmental impact.

Consortium members commit to work together to achieve the goals and long-term desired outcomes of HUD's SCRPG Program and the Project's defined Livability Principles which are in Attachment A.

3. Commitment to the Consortium

In pursuit of the SCRPG goals and the Project's long-term desired outcomes, Consortium members commit to work together to carry out the activities of the Project as described in Attachment B.

Consortium members commit to working together as a group to accomplish the following:

- A. Establish shared vision, goals, and performance measurements for the Project and its resulting Plans.
- B. Determine capacity in the Region by reaching out to existing entities in Doña Ana County that are already engaged in work that supports the goals of the Project and formally partner with them as part of the Project's efforts.
- C. Create a venue for positive synergy and education for Consortium members and other interested parties to increase understanding of the challenges, issues and opportunities related to sustainable communities.
- D. Establish a Regional Leadership Committee (Leadership Committee) to serve as the governing body of the Consortium and to designate subcommittees as needed to carry out the Project.
- E. Conduct education and engagement activities to increase visibility and awareness among the general public and elected officials of the Project and the Livability Principles.
- F. Establish recommended implementation steps for government and private sector stakeholders to achieve sustainable development goals.
- G. Identify barriers that impede the ability to implement recommendations of the Project.
- H. Work to identify resources needed, beyond those committed to the Project, to accomplish recommended implementation steps.

4. Benefits to Consortium Members

Through participation in the Project, Consortium members may realize the following benefits:

- A. Greater opportunity to contribute to a shared understanding, vision and goals for sustainable communities throughout Doña Ana County and the neighboring region.
- B. Better alignment of organizational goals with broader regional goals.
- C. Increased understanding of sustainable communities' issues and regional approaches to address those issues.
- D. Increased capacity of members and the region to accomplish goals and achieve desired results.
- E. More access to funding and investment opportunities from public and private sources who recognize the value of coordinated approaches to regional challenges.
- F. Enhanced connections with others across sectors and disciplines.
- G. Greater recognition for leadership and involvement in regional sustainable community efforts.

5. Common Responsibilities of Consortium Members

Members work to achieve the following:

- A. Appoint a representative and an alternate to serve on the Leadership Committee who are responsible for 1) informing other key people within the municipality, agency, or organization of the Consortium's activities and, 2) relaying information to the Consortium about relevant work being contemplated or completed by their entity.
- B. Advance sustainable communities initiatives through their commitment to the goals and long-term desired outcomes of the SCRPG Program; the activities of the Project; and, where feasible, the recommendations established by the Leadership Committee.
- C. Participate in the Consortium. Effectiveness of the Consortium depends on full participation. Member representatives or their designees to the Leadership Committee will attend and actively participate in Leadership Committee or Subcommittee meetings or other Consortium events. Representative and/or alternate will notify the Leadership Committee in advance if they are both unable to attend meetings, and will seek to designate someone else to attend the meeting in their place. Representatives should expect to participate in Subcommittees as established by the Leadership Committee.
- D. Report in-kind expenses. The Lead Agency is required to submit financial reports to HUD on the Consortium's behalf. In order to meet this requirement, representative members will report in-kind expenses, as applicable, to the Lead Agency within 10 business days of request.
- E. Agree to share technology and data with the intent of creating a comprehensive regional set of data that promotes the goals of the Project, including but not limited to, traffic and transportation models, GIS data, demographic information, etc. This set of data will be housed, coordinated, and maintained by a member to be determined in the future.
- F. In addition to the common responsibilities listed above, individual members may have specific responsibilities detailed in the Project work plan found in Attachment C.

6. Lead Agency

Doña Ana County (DAC) is the Lead Agency for the Project, and HUD's designated "grantee." As such, DAC shall enter into a Cooperative Agreement with HUD to do the following:

- A. Maintain the Line of Credit Control System (LOCCS) account, the telephone or online system for accessing grant funds.
- B. Draw down and disperse grant funds according to the terms of the Cooperative Agreement and Subgrantee Agreements.
- C. Pay related administrative expenses (all DAC administrative staffing, rent, and legal expenses are in-kind match).
- D. Monitor work of the Consortium members to collect information related to progress towards short-term grant objectives.
- E. Submit all required reports.

In addition, DAC shall:

- A. **Enter into Subgrantee Agreements.** DAC will enter into agreements with “subgrantees” to carry out projects as described in the Project application and Work Plan. The Subgrantee Agreements include funding amounts and terms and conditions governing each task. All of the terms and conditions of the Cooperative Agreement between HUD and DAC flow down to all subgrantees and, in turn, any entities with whom they contract.
- B. **Staff Consortium activities.** DAC will provide primary staffing support to the Consortium, staff team, and Subcommittees. Staffing support includes meeting planning and/or facilitation where appropriate, preparing meeting summaries, conducting research, presenting information, preparing reports, and other tasks as required. DAC staff support of Subcommittees will be provided to the extent possible with existing DAC Community Development Planning staff and subsequent staff hired with Project funds, or through sub-agreements, partner agreements, and contracted services.
- C. **Carry out Sustainability Summits.** DAC staff will lead efforts to plan and implement two Sustainability Summits, one in summer 2012 to kick-off the planning efforts and one in the winter of 2014 to commemorate the completion of the Project.
- D. **Consultant selection and contracting.** DAC will seek and select consultant(s), with recommendation from the Consortium, to assist with implementation of the Project. DAC will enter into contracts with selected consultants to carry out projects as described in the procurement scope of work for selected tasks. The contracts shall include funding amounts and terms and conditions governing each task. All of the terms and conditions of the Cooperative Agreement between HUD and DAC flow down to all consultants and, in turn, any entities with whom they contract. All contracts shall be awarded pursuant to the New Mexico and Doña Ana County procurement laws and regulations. No subgrantees, including consortium members, may participate in the preparation of specifications or the award determination of any contract.
- E. **Maintain Project website and email list.** DAC will host and maintain a separate Project website, linked from the DAC website, as well as an email listserv to provide information related to the Project for Consortium members and interested members of the public.
- F. **Manage media relations.** DAC will issue news releases and contact or respond to contacts with representatives of the media as appropriate.

7. Consortium and Leadership Committee Membership

The eight required Consortium member organizations comprise the initial membership of the Consortium and their representatives comprise the initial membership of the Leadership Committee. These initial members are individual signatory members to this MOU with DAC. It is the intent of the Consortium to be inclusive and broadly representative. Consortium members will seek to encourage new members as needed to ensure broad representation.

Organizations that submitted letters of commitment or support in the Project application, beyond the eight required members, may apply for membership in the Consortium. Any organization seeking Consortium membership shall submit in writing to the Chair of the Leadership Committee a formal request for membership including a description of the specific activities that it is prepared to provide toward the Project. Memberships may be added subject to the approval of a three quarters vote of the current Leadership Committee membership in accordance with the Consortium Bylaws.

Participation in the Consortium is voluntary. Members may withdraw from the Consortium at any time by submitting a letter to the Chair of the Leadership Committee and the Project Director for the Lead Agency (who will distribute to Leadership Committee members), stating the reasons for the withdrawal, in accordance with the organization's established procedure.

The consortium reserves the right to expel a consortium member with a majority vote of a quorum of the Leadership Committee if that majority finds the consortium member has not substantially fulfilled their obligation.

8. Meetings

The Leadership Committee, at a minimum, will meet quarterly during the term of the Project ([DATE HERE], 2012 to [DATE HERE], 2015). The Lead Agency will send meeting notices, agendas, and any meeting materials by email to Leadership Committee members at least five days in advance of the meetings. A quorum, consisting of at least 50 percent of Leadership Committee membership plus one, must be present to hold a meeting requiring formal action.

9. Subcommittees

The Leadership Committee will form subcommittees to focus efforts on specific projects or tasks of the Project, as identified in the Project grant application and work plan, and make recommendations to the Leadership Committee. Leadership Committee and subcommittee members will discuss and refine, as necessary, recommendations with the goal of reaching consensus. Subcommittees will be responsible for appointing a chair, setting a meeting schedule, establishing goals, deliverables and a timeline for completion, and reporting to the Leadership Committee.

10. Decision-Making

The goal of the Leadership Committee is to make decisions, where possible, by consensus. Decisions made by consensus have higher likelihood of implementation because they are widely supported. Members commit to seeking consensus through a mutually respectful give and take of thoughts and ideas with the intent of reaching a decision acceptable to all. Leadership Committee members also recognize that dissent is a healthy component of constructive dialog.

However, final decisions of the Leadership Committee will be made by a majority vote of the quorum present. Decision items must be included on the meeting agenda distributed to Leadership Committee members in advance.

The Consortium acts through its Leadership Committee; the Committee is an advisory group to Doña Ana County government, and all Committee actions shall be treated as recommendations to County government.

11. Term of MOU

The term of the MOU is from execution of the MOU until February 1, 2015.

12. Consortium Member Signature and Contribution

[NAME OF CONSORTIUM PARTNER] has read and understands the provisions of this MOU, and agrees to the terms and conditions of the MOU.

Signature of Authorized Representative	Date

Print Name, Title

[NAME OF CONSORTIUM PARTNER] agrees to provide the following contribution to support the Project:

	\$	
Description of Contribution		

Attachment A

Sustainable Communities Regional Planning Grant (SCRPG) Program Goals and Long-Term Desired Outcomes

SCRPG Goals

The goals of the federal SCRPG Program, as listed in the Notice of Funding Availability (NOFA), are to:

1. Foster the development of sustainable communities throughout the United States that are consistent with the following **Livability Principles**:
 - a. **Provide More Transportation Choices.** Develop safe, reliable, and affordable transportation choices to decrease household transportation costs, reduce energy consumption and dependence on foreign oil, improve air quality, reduce greenhouse gas emissions, and promote public health.
 - b. **Promote equitable, affordable housing.** Expand location- and energy-efficient housing choices for people of all ages, incomes, races, and ethnicities to increase mobility and lower the combined cost of housing and transportation.
 - c. **Enhance Economic Competitiveness.** Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services, and other basic needs by workers, as well as expanded business access to markets.
 - d. **Support Existing Communities.** Target federal funding toward existing communities—through strategies like transit-oriented, mixed-use development, and land recycling—to increase community revitalization and the efficiency of public works investments and safeguard rural landscapes.
 - e. **Coordinate Policies and Leverage Investment.** Align federal policies and funding to remove barriers to collaboration, leverage funding, and increase the accountability and effectiveness of all levels of government to plan for future growth, including making smart energy choices such as locally generated renewable energy.
 - f. **Value Communities and Neighborhoods.** Enhance the unique characteristics of all communities by investing in healthy, safe, and walkable neighborhoods—rural, urban, or suburban.
2. Support urban, suburban and rural areas and multijurisdictional partnerships that commit to adopt integrated plans, strategies, and management tools to become more sustainable.
3. Facilitate strong alliances of residents and regional interest groups that are able to maintain a long-term vision for a region over time and simultaneously support progress through incremental sustainable development practices.
4. Build greater transparency and accountability into planning and implementation efforts.
5. Expedite implementation of the Livability Principles through changes in local zoning and land use laws and regulations that remove barriers to sustainable development for housing, economic development, transportation, and related water, sewer, and other environmental quality issues.
6. Align local, state, and bi-national capital improvement programs with the Livability Principles.
7. Assist the region to move toward sustainability and livability, and, for the regions that have shown a long-term commitment to sustainability and livability, prepare them for implementation and to demonstrate on-the-ground results.

Long-Term Desired Outcomes

The outcomes of the SCRPG Program, as stated in the NOFA, will be a generation of regional plans that are configured to produce the following:

1. Creation of shared elements in regional transportation, housing, water, and air quality plans tied to local comprehensive land use and capital investment plans.
2. Aligned federal planning and investment resources that mirror the local and regional strategies for achieving sustainable communities.
3. Increased participation and decision-making in developing and implementing a long-range vision for the region by populations traditionally marginalized in public planning processes.
4. Reduced social and economic disparities for the low-income and communities of color within the target region.
5. Decrease in per capita Vehicle Miles Traveled (VMT) and transportation-related emissions for the region.
6. Decrease in overall combined housing and transportation costs per household.
7. Increase in the share of residential and commercial construction on underutilized infill development sites that encourage revitalization, while minimizing displacement in neighborhoods with significant disadvantaged populations.
8. Increased proportion of low and very low-income households within a 30-minute transit commute of major employment centers in urban, suburban, and rural settings.

The Capital Region SCRPG application included the following additional long-term desired outcomes:

9. Increase protection of natural resources and preserve farmland and viable agriculture in the region.
10. Increased proportion of affordable housing units that have good access to a supermarket or grocery store that provides quality fresh foods.
11. Increase in walking, biking and transit as mode share.

Attachment B**Camino Real Regional Plan for Sustainable Development Activities**

Activity A: Develop a broad partnership to advance regional sustainable development. The Camino Real Regional Consortium will work together to: identify shared long-term desired outcomes for regional sustainable development; provide guidance for CRRPSD projects; provide leadership to advance desired outcomes through engagement and education; and promote implementation of the desired outcomes through their incorporation into local plans, policies and practices, and by using sustainability indicators to measure progress.

Activity B: Assist with the preparation of a Regional Comprehensive Plan that connects land use, transportation, housing and economic development. The Plan will include 14 study areas that take a comprehensive look at the challenges faced throughout Doña Ana County including within municipalities, colonias, and other unincorporated areas.

Activity C: Assist with the preparation of the following subarea model plans:

1. Model Corridor plan for the Camino Real Corridor
2. Model Border Plan
3. Model Colonia Master Plan

Activity D: Assist with the preparation of a Regional Capital Needs Plan

Activity E: Develop a Unified Development Ordinance

Activity F: Establish sustainability indicators and track progress towards long-term desired outcomes.

Attachment C**Camino Real Regional Plan for Sustainable Development
Commitment**

The following jurisdiction, agency or organization submitted a Letter of Commitment to support the Camino Real Regional Plan for Sustainable Development funding application for a Sustainable Communities Regional Planning Grant (SCRPG).

Upon receipt of the grant from the U.S. Department of Housing and Urban Development (HUD), the entity listed below agreed to enter into a Memorandum of Understanding to carry out the Camino Real Regional Plan for Sustainable Development Initiative, as described in the SCRPG application and the Cooperative Agreement between HUD and Doña Ana County (lead agency).

City of Las Cruces (CLC)

Las Cruces is located in the scenic Mesilla Valley in south central New Mexico. The city of Las Cruces contains slightly less than half the total population of the study area. A diversity of cultures flourishes in Las Cruces, accented by a rich, colorful history. In addition to the physical, cultural, and social amenities associated with Las Cruces, the economic and educational aspects also flourish. It is these features/characteristics which help define the community's fabric.

Point of Contact: David Dollahon, Chief Planning Administrator

Designated Vote: Sharon Thomas, Mayor Pro-Tem (primary); Olga Pedroza, City Councilor

Staff Assigned: David Dollahon, Carol McCall, Paul Michaud, others

General Work Tasks: Staff input and participation on project components as requested and when available, including attendance at public meetings and hearings, coordination with County-hired contractors/providers, and general work meetings with committees, subcommittees and the general public.

Benefits to be received: Information on sustainable development, including components beneficial to the City for community-wide, area, neighborhood, and corridor plans under the City's long-range planning efforts. This includes the adoption and/or use of specific project components as developed and finalized, either in whole or in part to the benefit of the City of Las Cruces and its residents, in accordance with NM State Statutes, City Charter and Municipal Code, or other City policies in keeping with the City's home rule authority.