

Joint Powers Agreement

Between the Cities of Aztec, Bloomfield, Farmington, the Town of Kirtland, and San Juan County, For the Governance of the Farmington Metropolitan Planning Organization.

This Joint Powers Agreement is entered into on this 1st day of _____, 2020, by and between

the **City of Aztec**, a municipal corporation, hereinafter referred to as "**Aztec**", the **City of Bloomfield**, a municipal corporation, hereafter referred to as "**Bloomfield**", the **City of Farmington**, a municipal corporation, hereafter referred to as "**Farmington**", the **Town of Kirtland**, a municipal corporation, hereinafter referred to as "**Kirtland**", and the **County of San Juan**, a political subdivision, hereinafter referred to as "**San Juan County**", all established as public entities in the State of New Mexico. This Agreement amends and replaces the previous Joint Powers Agreement dated **June 13, 2018**, under which the **Farmington Metropolitan Planning Organization**, hereinafter referred to as "**FMPO**", has been operating under pursuant to the Joint Powers Agreement Act, being Sections 11-1-1 et. Seq., NMSA 1978, as amended.

WITNESSETH:

WHEREAS, the area in San Juan County surrounding Aztec, Bloomfield, and Farmington was designated as the Farmington "Urbanized Area" as a result of the 2000 United States Census and became the Farmington Metropolitan Statistical Area in 2003, and Aztec, Bloomfield, Farmington, and San Juan County initially formed the Farmington Metropolitan Planning Organization through the adoption of a Joint Powers Agreement (hereinafter "JPA") on April 22, 2003, for the purpose of identifying regional transportation needs and developing a comprehensive transportation plan for the FMPO's metropolitan planning area (MPA); and,

WHEREAS, the parties hereto agree that it is in the best interests of Aztec, Bloomfield, Farmington, and San Juan County, the member entities of the FMPO, to add the Town of Kirtland to the MPO, and to maintain and continue the Metropolitan Planning Organization, in order to conduct coordinated, continuing, and comprehensive transportation planning in the region; and,

WHEREAS, the FMPO shall continue to oversee and direct regional transportation policy and to accomplish general transportation planning within the MPA; and,

WHEREAS, Aztec, Bloomfield, Farmington, Kirtland, and San Juan County authorize the City of Farmington to contract with the New Mexico Department of Transportation (NMDOT) for the purpose of receiving funding to support the activities of the FMPO as the MPO's fiscal agent; and,

WHEREAS, FMPO's transportation policies are governed by the MPO Policy Committee that is comprised of elected and/or appointed officials, or their designated alternates, from Aztec, Bloomfield, Farmington, Kirtland, and San Juan County, the member entities of FMPO; and,

WHEREAS, pursuant to the Joint Powers Agreement Act, NMSA 1978, Sections 11-1-1 through 11-1-7, Aztec, Bloomfield, Farmington, Kirtland, and San Juan County are explicitly authorized

to enter into a JPA to establish, govern, and manage a separate agency to possess and exercise common powers of the parties; and,

WHEREAS, this Joint Powers Agreement shall supersede and replace the previous Joint Powers Agreement dated ~~June 13, 2018~~ ~~July 28, 2015~~; and,

WHEREAS, FMPO will carry out the purpose and all duties specified in 23 CFR §450 Subpart C.

NOW, THEREFORE, in consideration of the premises and the covenants hereafter contained, the parties hereby agree as follows:

SECTION ONE:

Authority: The authority under which the parties have entered into this agreement are the New Mexico Statutes: Sec. 11-1-1 to 11-1-7 NMSA 1978 (Joint Powers Agreements Act); Sec. 3-18-1, Seq. NMSA 1978 (Municipal Code); Sec 4-37-1 et. Seq. NMSA 1978 (County Ordinance); Sec. 13-1-44, Sec. 13-1-111 through Sec. 13-1-117 and Sec. 13-1-135 and Sec. 13-1-136 NMSA 1978 (Procurement Code).

SECTION TWO:

Term: The term of this Agreement shall extend from the 1st day of ~~August, 2018~~ ~~October 2020~~ ~~(or the first of the month following adoption)~~ ~~August, 2018~~, to the 30th of September, ~~2022~~2020; and this Agreement shall be renewed automatically each year, subject to the appropriation of funds.

SECTION THREE:

Fiscal Agent: The parties agree that the Fiscal Agent for the Farmington MPO shall be the City of Farmington. As the Fiscal Agent, the City of Farmington shall be responsible for the accounting and administration of all funds necessary to operate the MPO, including co-signing the MPO's cooperative ~~agreements with NMDOT~~. This shall include such operating expenditures as, but is not limited to, office supplies and equipment, office rent, utilities, vehicle purchase and maintenance, budgeting, auditing, procurement, personnel, information technology, and legal services. Any member entity may voluntarily contribute cash or in-kind services toward the MPO's operations expense. All expenditures by the MPO shall be done in accordance with the requirements of the New Mexico Procurement Code. All expenditures of Metropolitan Planning funds received under Title 23 U.S.C. Section 134, Metropolitan Planning, and Title 49 U.S.C. Section 5303, Metropolitan Planning, shall be done in accordance with State and Federal requirements related to the expenditures of such funds.

SECTION FOUR:

Organizational Structure: The organizational structure of the Farmington Metropolitan Planning Organization shall be as follows:

A. An MPO Policy Committee shall be formed to establish policy to govern the urban transportation planning process.

1. The MPO Policy Committee shall consist of:
 - a. One (1) member who shall be an elected or appointed official from Aztec.
 - b. One (1) member who shall be an elected or appointed official from Bloomfield.
 - c. Three (3) members who shall be elected or appointed officials from Farmington.
 - d. One (1) member who shall be an elected or appointed official from Kirtland.
 - e. Two (2) members who shall be an elected or appointed official from San Juan County.
 - e. One (1) member who shall be appointed by the New Mexico Department of Transportation (NMDOT).
 - f. Each member identified above shall be entitled to one (1) vote. Each member may have an alternate member who shall be formally designated by the Governing Body of that public agency and who shall be permitted to participate and vote in the absence of that member. A majority vote of five (5) members shall be required for any formal action taken by the MPO Policy Committee.
 - g. In addition, the Federal Highway Administration (FHWA), the New Mexico Department of Transportation (NMDOT), and other ex-officio (non-voting) members may be established by action of the MPO Policy Committee.
 - h. The MPO Policy Committee is governed by this JPA and the MPO's Committee Bylaws.

2. The function of the MPO Policy Committee shall be as follows:
 - a. Serve as a forum for cooperative decision-making in transportation-related matters by principal elected officials of local governments.
 - b. Provide general policy guidance and direction to the Metropolitan Planning Organization and to the Technical Committee for the urban transportation planning process.
 - c. Review and approve actions taken by the Metropolitan Planning Organization in its performance of those functions shown in Subsection C and Subsection D below.
 - d. Provide general policy guidance and direction to the Metropolitan Planning Organization Officer and MPO staff in the performance of his/her duties.
 - e. Receive and consider input to the transportation planning process from the citizens of the MPA.
 - f. Report the status of urban transportation planning at a public meeting at least annually.

- g. Periodically review and establish the jurisdictional boundaries of the MPA, subject to the review and approval of the Governor of the State of New Mexico, as required by law.
 - h. Develop and approve an annual budget that is adequate to fund the required activities of the MPO.
 - i. Undertake such other activities as it may deem necessary and appropriate to carry out transportation planning for the urban area.

- B. An MPO Technical Committee shall be formed to act as technical advisors to the MPO Policy Committee.
 - 1. The MPO Technical Committee shall consist of:
 - a. One (1) member who shall be appointed by Aztec.
 - b. One (1) member who shall be appointed by Bloomfield.
 - c. Three (3) members who shall be appointed by Farmington. One (1) of these members shall be appointed by the Red Apple Transit.
 - d. One (1) member who shall be appointed by Kirtland.
 - e. Two (2) members who shall be appointed by San Juan County.
 - f. One (1) member who shall be appointed by the New Mexico Department of Transportation (NMDOT).

 - 2. Membership on the MPO Technical Committee should be made up of persons having expertise in transportation planning or programs or in transportation related planning or programs. The MPO Technical Committee is governed by this JPA and the MPO's Committee Bylaws.

 - 3. Each member of the MPO Technical Committee identified above shall be entitled to one (1) vote. Each member of the MPO Technical Committee may designate an alternate member who shall be permitted to participate and vote in the absence of that MPO Technical Committee member. A majority vote of five (5) members shall be required for any formal action taken by the MPO Technical Committee.

 - 4. In addition, the Federal Highway Administration (FHWA), the New Mexico Department of Transportation (NMDOT) and other appropriate ex-officio (non-voting) members may be established by action of the MPO Policy Committee.

 - 5. The MPO Officer may be designated as a non-voting ex-officio member of the MPO Technical Committee by the Policy Committee. The MPO Officer and MPO staff shall provide staff assistance to the MPO Technical Committee as necessary, including the keeping and distribution of the agendas, minutes and other records in compliance with all applicable statutes.

 - 6. The functions of the MPO Technical Committee shall be those designated by the MPO Policy Committee, including, but not limited to, providing technical information and analysis on transportation planning issues and projects; making recommendations regarding the priorities of individual transportation projects to

be included on the TIP, and such other functions as are specified elsewhere in this Agreement.

7. Advisory (voting and non-voting) members may also be designated to participate in the MPO Technical Committee from time to time by action of the MPO Policy Committee.

C. The Metropolitan Planning Organization shall be designated by the Governor of the State of New Mexico, pursuant to Section 112 of the Federal Highway Act of 1973. The MPO boundary shall be shown in the attached Exhibit A. The MPO boundary shall be reviewed periodically and may be amended by the MPO Policy Committee, subject to the review and approval of the Governor of the State of New Mexico, as required by law.

D. The Metropolitan Planning Organization, in cooperation with the State, shall perform the following functions:

1. Address the seven (7) National Planning Goals in the Fixing America’s Surface Transportation (FAST) Act, listed below, by establishing performance targets.

| Goal Area | National Goal |
|--|--|
| Safety | To achieve a significant reduction in traffic fatalities and serious injuries on all public roads |
| Infrastructure condition | To maintain the highway infrastructure asset system in a state of good repair |
| Congestion reduction | To achieve a significant reduction in congestion on the National Highway System |
| System reliability | To improve the efficiency of the surface transportation system |
| Freight movement and economic vitality | To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development |
| Environmental sustainability | To enhance the performance of the transportation system while protecting and enhancing the natural environment |
| Reduced project delivery delays | To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies’ work practices |

2. Because transportation planning studies are programmed for funding in the MPO’s United Planning Work Program (UPWP), specific consideration is given to the federal planning factors (23 USC 134). The FAST Act added two (2) new planning factors to the eight (8) factors established in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-

LU) transportation legislation. In accordance with the legislation, studies and strategies undertaken by the MPO shall:

- a. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
 - b. Increase the safety of the transportation system for all motorized and nonmotorized users.
 - c. Increase the ability of the transportation system to support homeland security and to safeguard the personal security of all motorized and nonmotorized users.
 - d. Increase accessibility and mobility of people and freight.
 - e. Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns.
 - f. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
 - g. Promote efficient system management and operation.
 - h. Emphasize the preservation of the existing transportation system.
 - i. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
 - j. Enhance travel and tourism.
3. Carry out the metropolitan transportation planning process through the guidance of the USDOT-HUD-EPA livability principles, which shall provide for consideration of projects and strategies that will:
- a. Provide more transportation choices;
 - b. Promote equitable, affordable housing;
 - c. Enhance economic competitiveness;
 - d. Support existing communities;
 - e. Coordinate policies and leverage investment; and,
 - f. Value communities and neighborhoods.
4. Develop and publish a Unified Planning Work Program (UPWP) describing all urban transportation and transportation-related planning activities the MPO intends to undertake during the subsequent two year period.
5. Develop and implement a proactive Public Participation Plan (PPP) which will provide complete information to the public in a timely manner, address the public involvement requirements stated in the FAST Act, and provide an opportunity for access to key decisions.
6. Establish a performance-based approach to the transportation decision-making process and to transportation plans such as the MTP and TIP.

7. Prepare, and periodically update, a Metropolitan Transportation Plan (MTP) which identifies existing or future transportation facilities that should function as an integrated metropolitan transportation system or serve important national and regional transportation functions for a 20-year planning period, including a financial plan that demonstrates how the long range transportation plan can be implemented to maintain the system, make the most efficient use of existing transportation facilities to relieve congestion and maximize the mobility of people and goods, and indicates appropriate transportation enhancement activities. Furthermore, the MTP will include performance measures and targets as well as a report evaluating the condition of the transportation system based on these performance targets.
8. Develop and update a Transportation Improvement Plan (TIP) for the urbanized area which shall include a priority list of proposed federally supported projects within the time period specified by NMDOT and a financial plan which demonstrates how the TIP can be implemented. The TIP will include a description of how it will achieve the performance targets outlined in the MTP.
9. The developments of the TIP and the MTP, shall be coordinated with other providers of transportation within and connecting to the area within the MPA.
10. Coordinate performance targets with NMDOT to ensure consistency.
11. Integrate performance-based processes into other transportation plans.
12. Cooperate with NMDOT in the development of NMDOT's Long Range Transportation Plan (LRTP) for the MPA, pursuant to Section 134 of Title 23 and Section 5303 of Title 49.
13. Maintain a Traffic Forecast Model (Travel Demand Model) and maintain data on traffic counts and socioeconomic conditions (population, employment, and land use) for the area within the MPA.
14. Develop the Annual Listing of Federally Obligated Projects with obligated amounts for the MPO and publish the results annually on the MPO website.
15. Manage the expenditures of Metropolitan Planning funds received under Title 23 U.S.C. Section 134, Metropolitan Planning (PL funds), and Title 49 U.S.C. Section 5303, Metropolitan Planning, as amended, and under the direction of the MPO Policy Committee.
16. Enter into Agreement with NMDOT for funding and other matters as deemed necessary by the MPO Policy Committee.
17. Take such other actions as may be necessary as directed and approved by the MPO Policy Committee.

- E. The MPO staff, including the MPO Officer, shall be employees of the fiscal agent or a subcontractor to the fiscal agent retained specifically to manage the MPO. The MPO staff shall provide support and assistance to the MPO Policy and MPO Technical Committees and shall be responsible for the keeping and distribution of the agendas, minutes and other records in compliance with all applicable statutes. The fiscal agent or its subcontractor will house all personnel files of MPO employees, and MPO staff shall be responsible for providing updates to maintain personnel files. The fiscal agent or its subcontractor will provide human resources services, including payroll, for MPO employees. The fiscal agent or its subcontractor shall include participation by Policy Committee members in hiring decisions. Benefits and all policy matters related to personnel shall be provided by and governed by the fiscal agent or its subcontractor.
1. The principal duties of the MPO Officer are:
 - a. Maintain official plans and records of the MPO, manage the daily operations of the MPO, and prepare necessary reports as required by federal regulations and NMDOT.
 - b. Manage the budget and expenditures for the MPO in accordance with all applicable State and Federal Laws, as well as the Unified Planning Work Program (UPWP) as approved by the MPO Policy Committee, NMDOT, FHWA-NM, and FTA. Maintain a current record of expenditures by the State and FHWA for transportation projects and facilities within the MPO's planning area.
 - c. Develop and update the Unified Planning Work Program (UPWP), the Public Participation Plan (PPP), the Transportation Improvement Program (TIP), the List of Obligated Projects, and the Metropolitan Transportation Plan (MTP) for review by the MPO Technical Committee, and for approval by the MPO Policy Committee.
 - d. Ensure compliance with the State of New Mexico Open Meetings Act, and other applicable State Laws.
 - e. Co-signing the MPO's cooperative agreements with the NMDOT.
 - f. Supervise the other MPO staff.
 2. The principal duties of MPO staff are to ensure the MPO is in compliance with all federal and state requirements applicable to metropolitan planning, including carrying out the necessary metropolitan planning activities and keeping and distributing agendas, minutes, and other records in compliance with all applicable statutes.

SECTION FIVE:

Budgeting and Cost Allocation

- A. The operating costs for the MPO shall be allocated to the member entities using the following formula that is based on proportions of the most current population estimates from the U.S. Census Bureau, 2010-2014 American Community Survey:

| Entity | Estimated Population | Percentage of Required Local Match |
|----------------------------------|----------------------|------------------------------------|
| Aztec | 6,587 | 7% |
| Bloomfield | 7,749 | 8% |
| Farmington | 45,318 | 48% |
| Kirtland | 471 | 1% |
| San Juan County (within the MPA) | 34,275 | 36% |
| Total | 94,400 | 100% |

- B. The fiscal agent will invoice the entities on a quarterly basis for each entity’s share of the actual operating cost of the MPO as well as provide members of the Policy Committee and the entities with an update on the MPO’s financial status. Any expenditure deemed non-reimbursable by NMDOT shall require the approval of the Policy Committee and shall be subject to the funding formula contained in Paragraph A.
- C. The budget year for the MPO shall be from October 1 to September 30 of each year.
- D. The budget for the MPO shall be established annually based on figures provided for federal funds and approved by the MPO Policy Committee. The annual budget shall be established in a timely manner each year so that each entity can budget its share of the MPO’s operating cost in its own annual budget.
- E. It is further agreed that the parties hereto assume that some of the expense of the continuing transportation planning process will be provided for by funds apportioned under Section 104 (f), 23 CFR or by grants made under Sections 8 or 9, 49 CFR. Expenses not so provided shall be assumed by the member agencies according to the cost allocation specified in Section Five of this Agreement. A listing of anticipated funding sources shall be contained in the annual budget that is developed to support the Unified Planning Work Program for Transportation Planning and which shall be presented to the MPO Policy Committee for approval.

SECTION SIX:

Severability: It is hereby declared to be the intention of the parties that the articles, sections, sub-sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph, section, sub-section, or article of this Agreement, shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, sections, sub-sections, or articles of this Agreement, since the same would have been entered into by the parties without such invalid portion.

SECTION SEVEN:

Amendment:

- A. This Agreement may be supplemented or re-negotiated as necessary to meet changing conditions and as recommended by the MPO Policy Committee. This may include, but not be limited to, the following:
 - 1. The passage of a new federal transportation bill that includes new or revised requirements for metropolitan planning.
 - 2. A significant change in membership and structure of the MPO that may result from an entity withdrawing from the MPO, additions or reductions of membership to the MPO committees, changes based on census data, or modifications to the MPO boundary.

- B. Except as to the funding formula contained in Section Five, Paragraph A., which may only be amended by unanimous consent of all parties, this Agreement may be amended by mutual agreement of any three (3) of the five (5) parties to the Agreement, as evidenced by written approval of the governing bodies or authorized officials of those three (3) parties.

SECTION EIGHT:

Approvals: This agreement shall be subject to approval by the New Mexico Department of Finance and Administration pursuant to the New Mexico Joint Powers Agreements Act and pursuant to Sec. 13-1-135 NMSA 1978 and shall be effective as of the date of such approval. The MPA boundary, as initially established by this Agreement and as may be periodically amended by the MPO Policy Committee, shall be subject to the approval of the Governor of New Mexico, pursuant to 23 CFR 450.306.

SECTION NINE:

Termination:

- A. One entity may withdraw from this Agreement by giving ninety (90) days’ notice to the other Entities.
- B. This agreement may be terminated by mutual agreement of any three of the five parties to this Agreement, as evidenced by written approval of the governing bodies or authorized officials of those three parties, and by giving written notice at least ninety (90) days prior to the effective date of termination to the NMDOT and all parties to the Agreement.

SECTION TEN:

Conflict Resolution Process: In the event of a disagreement between the Entities, it is agreed that the Entities will resolve any disagreements at the lowest possible level. If a disagreement cannot be resolved at the lowest level, the Conflict Resolution hierarchy in the following table will be followed. If other agencies are involved, personnel from equivalent organizational levels will be included in the conflict resolution process.

| Entity to Entity | Days to Escalate |
|----------------------------|-------------------------|
| Technical Committee | Next monthly meeting |
| Policy Committee | Next scheduled meeting |
| Local Councils/Commissions | Next scheduled meeting |

If the disagreement cannot be resolved at the Technical Committee level and the entities agree to escalate, the issue will be discussed with the Policy Committee at their next scheduled meeting. If an agreement still cannot be reached, then the issue will be escalated to the local councils and commissions at their next scheduled meetings.

Mediation and facilitation may be used at any level to help expedite resolution. Mediation will be at agreement as needed and shall be held within the MPO planning area.

Disposition of Assets Upon Dissolution: The Entities agree that if the MPO formed under this JPA is dissolved or for whatever reason otherwise ceases to exist, any remaining funds and equipment associated with the MPO will be disposed of as follows:

- A. Any remaining funds will be returned to the Entities in proportion to their contribution;
- B. Any remaining equipment and software will be returned to the Entity contributing it or, if the equipment was purchased with contributed funds, the equipment will be distributed in proportion to contribution made; and,
- C. Any remaining equipment purchased with federal or state grant funds will be subject to 2 CFR 200.313(e).

IN WITNESS WHEREOF, the Parties have here unto affixed their signatures:

THE CITY OF AZTEC, NEW MEXICO

MAYOR

ATTEST:

AZTEC CITY CLERK

(SEAL)

APPROVED AS TO FORM:

AZTEC CITY ATTORNEY

THE CITY OF BLOOMFIELD, NEW MEXICO

MAYOR

ATTEST:

BLOOMFIELD CITY CLERK

(SEAL)

APPROVED AS TO FORM:

BLOOMFIELD CITY ATTORNEY

THE CITY OF FARMINGTON, NEW MEXICO

MAYOR

ATTEST:

FARMINGTON CITY CLERK

(SEAL)

APPROVED AS TO FORM:

FARMINGTON CITY ATTORNEY

THE TOWN OF KIRTLAND, NEW MEXICO

MAYOR

ATTEST:

KIRTLAND TOWN CLERK

(SEAL)

APPROVED AS TO FORM:

KIRTLAND TOWN ATTORNEY

THE COUNTY OF SAN JUAN, NEW MEXICO

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST:

SAN JUAN COUNTY CLERK

(SEAL)

APPROVED AS TO FORM:

COUNTY ATTORNEY, SAN JUAN COUNTY

APPROVED:
THE STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND
ADMINISTRATION

By: _____
SECRETARY

DATE

EXHIBIT A
FARMINGTON MPO BOUNDARY

Farmington Metropolitan Planning Organization

