MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF ALBUQUERQUE
THE UNIVERSITY OF NEW MEXICO
THE CENTRAL NEW MEXICO COMMUNITY COLLEGE
THE COUNTY OF BERNALILLO
THE MID REGION COUNCIL OF GOVERNMENTS

THIS MEMORANDUM OF AGREEMENT, hereinafter referred to as “Agreement”, is made and entered into this __12th__ day of __April__ 2010 by and between the City of Albuquerque (“COA”), the University of New Mexico (UNM), the Central New Mexico Community College (CNM), the County of Bernalillo (BERNCO) and the Mid Region Council of Governments (MRCOG) collectively referred to as the “Parties”.

RECITALS

WHEREAS, each Party is a public agency and authorized to enter into this Agreement; and

WHEREAS, the Parties desire to undertake a cooperative and comprehensive study of transportation issues associated with the UNM and CNM main campuses and surrounding areas; and

WHEREAS, the Parties are willing to jointly fund and manage studies and activities that will provide a basis for improved plans and policies, and;

WHEREAS, the Parties are willing to jointly fund and manage studies and activities that will provide a basis for soliciting state and federal funding for investments in transportation and land use infrastructure and services, and;

WHEREAS, the Parties have agreed to an initial phase of services which is attached to this Agreement as Appendix A; and

WHEREAS, the Parties agree in principle that additional activities will follow this initial phase which will be the subject of a future amendment to this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements and representations herein, the parties agree as follows:
SECTION 1. PURPOSE OF AGREEMENT
The purpose of this Agreement is to provide funding for the initial phase of the UNM/CNM transportation study as described in Section 2 and in Appendix A.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties are as follows:

1. UNM shall contribute $15,000.00 towards the initial phase of the study and provide available data and other information as agreed upon between the UNM and the other Parties.

2. CNM shall contribute $15,000.00 towards the initial phase of the study and provide available data and other information as agreed upon between the CNM and the other Parties.

3. The COA shall contribute $15,000.00 towards the initial phase of the study and provide available data and other information as agreed upon between the COA and the other Parties.

4. BERNCO shall contribute $5,000.00 towards the initial phase of the study and provide available data and other information as agreed upon between the BERNCO and the other Parties.

5. Working with the Parties the MRCOG shall conduct the work and develop and provide the products identified in Appendix A.

6. All Parties agree to participate in good faith and provide available in house resources, facilities and pertinent information that is reasonably available to the study. All Parties will provide representatives at the appropriate level to study committees or meetings as needed.

SECTION 3. TERM OF AGREEMENT
This Agreement shall go into effect on April 12, 2010 and shall remain in effect unless terminated by mutual agreement of the Parties.

SECTION 4. METHOD OF PAYMENT
Study costs shall be reimbursed to the MRCOG upon receipt by the Parties of properly documented invoices for payment. Invoices will be mailed to the Parties/Officials identified in Section 8 unless alternative billing information is provided to the MRCOG. Invoices will be based on the percentage of work complete allocated proportionally based on the amount contributed by each party. Payment to the MRCOG shall be paid within thirty (30)-days of the receipt of an invoice.
SECTION 5  SCOPE OF AGREEMENT
This Agreement incorporates all of 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 Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

SECTION 6.  THIRD-PARTY BENEFICIARY CLAUSE
This Agreement is not intended by any of the provisions of any part of this Agreement to create in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for breach of contract, wrongful death, bodily or personal injury to persons, damage to property, or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION 7.  JURISDICTION
This Agreement shall be subject to the jurisdiction of the laws of the State of New Mexico and the appropriate courts of competent jurisdiction in the State of New Mexico.

SECTION 8.  NOTICE
All notices or payments required by this MOA to be given to any party shall be deemed to have been fully delivered, given, made or sent when made in writing and deposited in the United States mail, certified, with postage prepaid thereon, and addressed to the following persons and addresses unless any of the Parties change their respective address by giving written notice of such change to the other:

Notice to UNM: Steve Beffort, VP of Institutional Support Services
MSC05 3355
1 University of New Mexico
Albuquerque, NM 87131

Mary Kenney, UNM Planning Officer
MSC07 4212
1 University of New Mexico
Albuquerque, NM 87131

Notice to CNM: Katherine Winograd, President
Central New Mexico Community College
525 Buena Vista Dr., SE
Albuquerque, NM 87106

Robert Brown, VP of Administrative Services
Central New Mexico Community College
525 Buena Vista Dr., SE
Albuquerque, NM 87106
SECTION 9. SEVERABILITY
In the event any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION 10. AMENDMENT
This Agreement shall not be altered, changed or amended except by an instrument in writing and executed by the Parties hereto.

SECTION 11. COUNTERPART COPIES
This Agreement is valid if signed in counterpart copies.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Regents of University of New Mexico
By: 
David W. Harris
EVP for Administration, COO & CFO

Central New Mexico Community College
By: 
Robert Brown
Vice President, Administrative Services
City of Albuquerque
By: ______________________________
David Campbell
Chief Administrative Officer

Bernalillo County
By: ______________________________
Thaddeus Lucero
County Manager

Mid Region Council of Governments
By: ______________________________
Dewey Cave
Interim Executive Director

APPROVED AS TO FORM

Lee Peifer
University Counsel
University of New Mexico

Robert White
City Attorney
City of Albuquerque

Larry Horan
General Counsel
Mid Region Council of Governments

John Salazar, Rodey Law Firm
General Counsel
Central New Mexico Community College

Jeffrey Landers
County Attorney
Bernalillo County
APPENDIX A PHASE I SCOPE OF SERVICES

The initial phase of this study will be set up and conducted in a manner to produce information that will be useful to policy makers, staff and citizens and information that will be useful for any additional analysis that may be conducted in subsequent phases of the study. In addition study information will be generated in form(s) and formats that will be useful for federal and state grant applications and potential subsequent federal and state grant processes.

Task 1. Build “Existing Plus Committed” Base Case Scenario: This task will involve updating MRCOG regional socioeconomic and transportation models to reflect a near-term (5 years) scenario based on existing development supplemented with committed projects on the North, Central and South campuses at UNM and the CNM Main Campus. Activities will include developing and updating transportation networks, transit schedules and services, and forecasting socioeconomic variables necessary to drive model runs that accurately reflect the Existing Plus Committed condition. The purpose of building this scenario is to test how near-term development activities will affect the transportation system within and around UNM and CNM.

Product(s): Completed Existing Plus Committed Base Case Scenario Travel Demand Model and Transportation Accessibility Model networks, and socio economic datasets.

Task 2. Analysis of “Existing Plus Committed” Alternative: This task will focus on generating and analyzing the transportation performance of this scenario. The analysis will include running the MRCOG Travel Demand Model and producing link-based performance statistics (Volume to Capacity), system summary statistics (Vehicle Miles Traveled, Vehicle Hours of Travel, Vehicle hours of Delay), and summaries of zone-based statistics (origin and destination markets). In addition, Transportation Accessibility Models (TRAM) will assess the performance of the roadway and transit system (Rail Runner, ABQRide, UNM Shuttles), relative to the markets destined to or associated with the UNM/CNM area, and walk and bike markets. The information
produced in this analysis will be utilized to identify issues, concerns, and opportunities, and also provide a base of information for possible future study and action.

**Product(s):** Powerpoint presentation summarizing the results of the analysis, significant findings, suggestions for further analysis and potential opportunities for Travel Demand reduction via changes in policies, transportation infrastructure and services, and land use. Technical Memorandum describing the study process, results, findings and suggestions for further analysis. The presentation and Technical Memorandum will include map based products, tables, pictures and other media to assist in the communication and understanding of the information as well as summaries of public or interagency objectives, concerns and issues.

**Task 3. Agency and Public Involvement:** This task will require MRCOG to ensure that productive discussions take place between the City of Albuquerque, Bernalillo County, UNM, CNM the MRCOG and the New Mexico Department of Transportation as the analysis is framed and results are produced. It will be equally important to establish solid working relationships between these entities to ensure that realistic alternatives can be developed for further analysis. This task will also involve public meetings, neighborhood meetings and potentially other forums to provide information on the analysis and outcomes and to solicit concerns, comments and suggestions. As part of this portion of the task all parties will need to work together to scope an effective public outreach program within the resources available. The MRCOG will develop materials for these meetings that are appropriate for the stage of the study and will be available to discuss and explain these materials as well as record observations, concerns and issues.

**Product(s):** Materials and staff for Interagency coordination and public meetings.