

**MEMORANDUM OF UNDERSTANDING
FOR
CONTINUING TRANSPORTATION PLANNING
IN RELATION TO TRANSIT SERVICE PROVIDED BY THE
GREATER DERRY-SALEM COOPERATIVE ALLIANCE FOR REGIONAL TRANSPORTATION (CART)
BETWEEN THE:**

STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION

ROCKINGHAM PLANNING COMMISSION

SOUTHERN NH PLANNING COMMISSION, AND

GREATER DERRY-SALEM COOPERATIVE ALLIANCE FOR REGIONAL TRANSPORTATION (CART)

This Memorandum of Understanding is made and entered into between the State of New Hampshire Department of Transportation (hereinafter referred to as "NHDOT"), the Rockingham Planning Commission ("Rockingham MPO") and the Southern New Hampshire Planning Commission ("SNHPC MPO"), (referred to individually by these names, or jointly as "the MPOs"), and the Cooperative Alliance for Regional Transportation, (herein referred to as "CART"), the operator of the publicly owned transit system serving the Greater Derry-Salem area, including portions of the two MPO regions.

RECITALS

WHEREAS, various federal grants and aids are available to NHDOT, transit operators, and the Rockingham and Southern NH Metropolitan Planning Organizations (MPOs) to carry out urban transportation planning activities; and

WHEREAS, the Governor of New Hampshire and local communities within the Manchester and Boston urbanized areas (hereinafter referred to as the "Urbanized Areas"), through their authorized representatives, have designated the Rockingham MPO and SNHPC MPO to carry out urban transportation planning activities for the Urbanized Areas; and

WHEREAS, CART provides public transportation services within the Urbanized Areas and in other portions of the two MPO regions; and

WHEREAS, CART is a Direct Recipient in the Urbanized Area for Federal Transit Administration (FTA) operating aid under Section 5307 of the Federal Transit Act, as amended; and

WHEREAS, urban transportation planning activities come under the jurisdiction of the U.S. Department of Transportation (hereinafter referred to as "USDOT") and are subject to the metropolitan planning requirements of 23 USC 134 and Section 5303 of the Federal Transit Act, as amended; and

WHEREAS, metropolitan area boundaries for purposes of the federal planning provisions have been determined by agreement between the Regional Planning Commissions and Governor.

THEREFORE, BE IT RESOLVED, that the following provisions of this Memorandum of Understanding are agreeable to all parties;

Article I: Statement of Purpose

The NHDOT and the MPOs, in cooperation with CART, shall cooperatively undertake a continuing, comprehensive transportation planning programming process for the metropolitan areas in accordance

with state and local goals for urban planning, the provisions of 23 U.S.C. 134, 49 U.S.C App. 1607, and 23 CFR 450, as amended, and in accordance with provisions of this Agreement.

Article II: Overall Responsibilities

- A. The MPOs shall be responsible for and shall be considered the lead agencies in conducting the following transportation planning and programming activities pursuant to 23 CFR 450:
1. Formulating, approving and periodically updating long range intermodal transportation plans for the MPOs regions which shall conform to all applicable federal requirements, management systems and work program content and schedules;
 2. Developing and adopting, on a biennial basis, the transportation improvement programs (TIPs) for the metropolitan planning areas which shall conform to all applicable federal requirements, which shall cover a period of 4 years.
 3. Coordinate development of the transportation plans with the development process for the State Implementation Plan (SIP) for meeting the National Ambient Air Quality Standards (NAAQS) under the Clean Air Act, in order to account for transportation control measures which may be required;
 4. Assessing the conformity of the metropolitan area transportation plans and TIPs with the State Implementation Plan (SIP);
 5. Preparing, in cooperation with the NHDOT and CART, biennial Unified Planning Work Programs (UPWPs) which shall identify all transportation-related planning activities and technical assistance to be funded with local and federal financial aid, and carried out in accordance with the provisions of this Memorandum of Understanding;
 6. Providing a forum for cooperative transportation planning and decision making, and establishing public involvement processes that ensure opportunities for early and continuing involvement of communities, transit operators, other interested parties, and the general public in the review and evaluation of all transportation plans and programs;
 7. Considering and implementing planning guidance from the NHDOT to the fullest extent consistent with local and regional goals and Federal requirements;
 8. Making data, assumptions, criteria, methodology and analyses available in a timely manner to NHDOT and other MPO participants when requested;
 9. Providing NHDOT and CART with copies of all transportation plans and programs and all resolutions concerning their adoption or endorsement;
 10. Providing NHDOT with an annual self-certification that the MPOs' transportation planning processes conform with all applicable federal requirements pursuant to 23 CFR 450; and
 11. Complying with 49 CFR Section 37.139 in reviewing COAST's ADA Paratransit Plan and certifying that it is consistent with the Metropolitan Long Range Transportation Plan;
 12. Establishing, in cooperation with NHDOT and Federal Highway Administration (FHWA), the functional classification of roadways within the urban areas.

13. Assisting CART in the development of Congestion Mitigation/Air Quality (CMAQ) funding proposals.
 14. Conducting studies and travel demand model analyses relative to proposed alternatives of transit services.
 15. Preparing and updating Coordinated Public Transit Human Service Transportation plans in conformance with the Safe, Accountable, Flexible, Efficient Transportation Equity Act – Legacy for Users (SAFETEA-LU) of 2005;
 16. Preparing Public Participation Plans and Intelligent Transportation System Plans in conformance with SAFETEA-LU.
- B. NHDOT shall be responsible for and shall be considered the lead agency in conducting the following transportation planning and programming activities;
1. Informing the MPOs of the availability, or anticipated availability, of state and federal financial aids and technical assistance for their urban transportation planning activities;
 2. Providing information relative to the anticipated availability of state and federal financial aids for urban transportation improvements and services which fall under local programming jurisdiction;
 3. Providing information relative to the proposed programming of state and federal financial aids for urban transportation improvements and services which fall under state jurisdiction;
 4. Informing the MPOs of federal or state statutes, policies, regulations and guidelines which bear upon urban transportation planning and programming activities and contractual arrangements;
 5. Coordinating the development of the schedule and procedures for biennial submittal and interagency review and approval of the transportation Unified Planning Work Programs (UPWPs);
 6. Developing and issuing statewide guidance for the preparation of transportation plans and TIPs;
 7. Providing technical support, data and information collected or maintained by NHDOT, and to the extent feasible, data from other state agencies that are pertinent to the transportation planning work to be performed by the MPOs under this Agreement;
 8. Developing, implementing and providing appropriate access to the management and monitoring systems required by 23 U.S.C. 303 in cooperation with the MPOs and CART;
 9. Utilizing the MPO transportation plans as a guide in statewide planning and programming activities;
 10. Actively soliciting the involvement of the MPOs as appropriate in any major study to be undertaken by the NHDOT in the two MPO study areas.
 11. Forwarding the MPO TIPs to the Governor for approval;
 12. Actively participating in the 3Cs process including preparation or updating of the two MPO Prospectuses, UPWPs, Transportation Plans and TIPs through representation on MPO Technical Advisory Committees (TACs) and Policy Committees;

13. Preparing, updating or amending the Statewide Long Range Transportation Plan and State Transportation Improvement Program (STIP), including the metropolitan planning areas, pursuant to the provisions of 23 U.S.C. 135, in cooperation with the MPOs and CART;
 14. Coordinating the reconciliation of MPO transportation plans and programs with statewide plans and programs, as necessary, to ensure connectivity and consistency within transportation systems in consultation with the MPOs;
 15. Monitoring the MPOs' transportation planning processes to ensure compatibility with State and USDOT programs and objectives, and ensure compliance with applicable federal requirements;
 16. Developing and implementing a public participation process that fulfills federal requirements for early and continuous involvement that is consistent and coordinated with the MPOs' public involvement processes;
 17. Providing the MPOs and CART an opportunity to comment on NHDOT's draft annual work program describing its use of federal funds.
 18. Forward to CART for their review, evaluation, and recommendation all proposals received for new or modified public transportation services in the region. The MPOs shall act in consultation with CART and consider input received from CART when selecting and prioritizing projects for the Transportation Plans and the TIPs.
- C. CART shall be responsible for and shall be considered the lead agency in conducting the following transportation planning and programming activities:
1. Coordinating with and assisting the MPOs in the development and update of the Transit component(s) of their Transportation Plans, which may include, but not be limited to, transit system policies and service demands, transit service modifications and extensions, transit fares, and transit system capital facilities needs;
 2. Providing information to the MPOs relative to the proposed programming of federal, state and local funds for urban transit system improvements and services which fall under CART's jurisdiction;
 3. Preparing and submitting applications for state and federal mass transportation capital and operating assistance grants and administering approved grants;
 4. Conducting preliminary engineering and final design studies relating to public transportation capital facilities, including but not limited to transit stations, shelters, bus stop signs, garages, maintenance buildings, operator buildings, and rolling stock and sharing this information with the MPOs, NHDOT, and FTA;
 5. Conducting detailed operational planning necessary to establish or modify transit routes, schedules, fares, stop locations, transfer points, vehicle assignments, and other operating procedures in accord with the proposals contained in transit component(s) of the MPO Transportation Plans, and sharing this information with the MPOs, NHDOT, and FTA;
 6. Seeking MPO planning assistance utilizing Section 5303 or 5313 FTA funds as part of the MPOs' biennial UPWPs to complete various transit technical assistance, coordination, or planning activities;

7. Preparing and updating paratransit service plans in conformance with the Americans with Disabilities Act of 1990;
8. Endorsing or providing timely comment on the MPOs' transportation plans for use as a guide in local transit planning and programming activities;
9. Conducting transit marketing planning, including but not limited to the conduct of market surveys, the design of user information materials, and the development of transit promotion programs;
10. Conducting transit management planning, including but not limited to activities related to personnel policies and training programs, maintenance policies, fare collection and handling procedures, and accounting practices; and
11. Collecting data to meet the requirements of Section 5335 of the Federal Transit Act and of the NHDOT Public Transportation Management System (PTMS) and Intermodal Management Systems (IMS) and make these data available to the NHDOT and MPOs as appropriate to their transit planning needs.
12. Consult with the MPOs at an early stage when preparing significant changes in routes, fares or schedules or when proposing major investments in the public transportation infrastructure.
13. Review, evaluate and provide timely recommendations to the MPOs regarding federally funded public transportation projects proposed in the region.

Article III: Work Program

- A. All reports and documents published by all parties under this Memorandum of Understanding shall give credit to all other parties and to participating USDOT agencies.
- B. NHDOT and USDOT shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, distribute, or otherwise use, and to authorize others to use, the work produced under this Memorandum of Understanding for government purposes.

Article IV: Funding and Payment

- A. Funding levels for the continuing urban transportation planning process shall result from the mutually approved PL, and Section 5303 formulas, and will be reviewed by the NHDOT and MPOs annually in conjunction with the preparation, review and approval of the UPWPs.
- B. Upon inclusion of the MPOs' and CART's planning elements into the UPWPs, adoption by the MPOs, and approval by NHDOT and by USDOT funding agencies, the UPWPs shall be deemed to constitute a part of this Memorandum of Understanding with respect to the scope of work and funding arrangements. Specific terms or conditions governing the financial aspects of the UPWPs will be set forth in NHDOT's annual contracts.
- C. All costs incurred during the progress of the urban transportation planning work activities under this Memorandum of Understanding shall be shared by the MPOs and the other participating agencies on the basis of the cost allocation schedule set forth in the approved UPWPs.

The USDOT share of program costs administered by NHDOT, together with any NHDOT share, will be made available to the MPOs following the receipt of properly executed invoices and a detailed status of expenditures reports in a format compatible with the approved UPWPs.

Progress reports containing a narrative and financial account of the work accomplished to date shall be furnished by the MPOs to the NHDOT on a monthly basis. An Annual Performance Report shall be provided to the NHDOT within 90 days after the completion of the fiscal year. NHDOT will provide timely reimbursements of eligible charges. However, it may withhold or delay approval of invoices from an MPO if the MPO fails to submit progress reports or scheduled products in timely and satisfactory manner.

Article V: Scope of Work and Geographic Area

- A. The cooperative urban transportation planning process shall be carried out in accordance with Unified Planning Work Programs approved by the MPOs, NHDOT, and USDOT in consultation with appropriate transportation providers, and made a part of this Memorandum of Understanding which shall constitute the scope of work to be performed under this Memorandum of Understanding.

It is the intent of this MOU that the urban transportation planning process appropriately address the 8 factors identified under 23 USC 134; and the State transportation planning process appropriately address the same factors identified in 23 USC 135.

The UPWPs shall set forth a description of the specific urban transportation planning activities and products to be completed each fiscal year, the corresponding staff and budgetary requirements, and the allocation of the total costs between the participating agencies. Responsibilities for the following planning activities shall be identified in the UPWPs where applicable:

1. Preparing technical and other reports to assure documentation of the development, refinement and reappraisal of the transportation and transit plans, and
 2. Conducting detailed corridor, subarea, or transit studies to evaluate major transportation or transit investment alternatives and their social, economic and environmental impacts pursuant to 23 CFR 450.
- B. Upon adoption of the UPWPs by the MPOs, and approval by NHDOT and by USDOT funding agencies, NHDOT shall, in writing, authorize the MPOs to proceed with the UPWPs in accordance with the terms and conditions of such approval. The UPWPs may be amended during the course of the year upon written request of the MPOs and subject to (1) the concurrence of NHDOT and USDOT funding agencies, and (2) the availability of funding if applicable.
- C. The cooperative urban transportation planning process to be conducted under this MOU and governed by the provisions of 23 CFR 450 shall encompass the metropolitan planning areas, as determined by agreements between the Governor and the MPOs.

Article VI: Organization and Administration

- A. The governing bodies of the MPOs shall appoint and maintain such policy, citizen and/or technical advisory committees as deemed appropriate to effectively carry out the comprehensive transportation planning process under this MOU. NHDOT and CART shall be represented on all technical advisory committees that are applicable.
- B. The MPOs may enter into such institutional arrangements, service contracts or agency agreements as they deem necessary to carry out the scope of work under this MOU with the understanding that the MPOs shall remain accountable for completion of planning products in accordance with the UPWPs. All such contracts, subcontracts, agreements or other written understandings for services shall conform to the appropriate provisions of 49 CFR 18 (common rule) as supplemented by FHWA

& FTA Circular 4220.1E and any changes or revisions thereto; and other applicable guidance the FTA or FHWA may issue.

- C. When consultants are to be employed in accomplishing work under this MOU or the annual UPWPs, all parties providing funding or technical support for such work shall have the right to review and advise on basic study methods and procedures.

Article VIII: Effective Date and Duration of Memorandum of Understanding

- A. This MOU shall become effective upon execution by the NHDOT, the MPOs (RPC and SNHPC), and CART, and shall remain in force until terminated under provisions of Article IX, or until superseded by a new agreement.
- B. This MOU may be amended from time-to-time as facts or circumstances warrant or as may be required by state or federal laws, administrative regulations, or other orders or guidelines having the full force and effect of law.

Article IX: Termination of MOU

The NHDOT, the MPOs, or CART may terminate this MOU by giving sixty (60) day written notice of such termination to the other parties. In the event of termination, the MPOs or CART will be entitled to receive just and equitable compensation for any satisfactory work completed under this MOU to the effective date of such termination.

IN WITNESS WHEREOF, the parties have hereto caused this Memorandum of Understanding to be executed by their proper officers and representatives.

FOR THE ROCKINGHAM PLANNING COMMISSION:

by _____ Date _____
Chair

FOR THE SOUTHERN NEW HAMPSHIRE PLANNING COMMISSION:

by _____ Date _____
Chair

FOR THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION:

by _____ Date _____
Commissioner or Designee

FOR THE COOPERATIVE ALLIANCE FOR REGIONAL TRANSPORTATION:

by _____ Date _____
Chair