



*South Central Regional Transit
District Board of Directors
Meeting*

*Dona Ana County Government Center
845 North Motel Blvd, Las Cruces, NM*

June 22, 2016



SOUTH CENTRAL REGIONAL TRANSIT DISTRICT

BOARD OF DIRECTORS

REGULAR MEETING AGENDA

Wednesday, June 22, 2016 1:30 PM

The following is the agenda for a meeting of the Executive Board of Directors of the South Central Regional Transit District to be held Wednesday, June 22, 2016 1:30 PM, at Dona Ana County Government Center, 845 North Motel Boulevard Las Cruces, NM, 88007

The SCRTD does not discriminate on the basis of race, religion, sex, sexual orientation, gender identity, color, ancestry, serious medical condition, national origin, age, or disability in the provision of services.

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**Your participation is extremely important
to the success of the SCRTD.**

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Changes to the Agenda
- 5 Approval of SCRTD Meeting Minutes of May 25th, 2016
- 6 Treasurer's Report-Greg Smith
- 7 Public Input
- 8 Executive Director's Report-David Armijo
9. Discussion Items:
 - a. July Service Modification -David Armijo
 - b. Service Analysis- David Armijo
- 10 Action Items:
 - a. Approval of Contract STS of New Mexico, LLC - David Armijo
 - b. Approval of Resolution for FY2016/2017 Expenditures and Budget Adjustments
 - c. Approval of Resolution for FY2017/2018 Budget
- 11 Board Comments
- 12 Adjourn



South Central Regional Transit District Board of Directors
Wednesday, May 26, 2016 -- 1:30 PM
Dona Ana County Government Center
Commission Chambers
845 North Motel Boulevard Las Cruces, NM 88007
MINUTES

- I. **Call to Order** – Chairman Wayne Hancock called the meeting to order at 1:30 pm.
- II. **Pledge of Allegiance:** Pledge of Allegiance was led by Chairman Wayne Hancock
- III. **Roll Call (Sign in)** – Rachel Ornelas, Administrative Assistant, SCCOG, did a roll call of SCRTD Board members. With six members present a quorum was established.

Present at the meeting:

Board Members:

Wayne Hancock, RTD Chair, Doña Ana County
Javier Perea, Vice Chair, Sunland Park
Nora Barraza, Town of Mesilla
Greg Smith, RTD Treasurer, City of Las Cruces
Gerald La Font, City of Elephant Butte
Majorie Powey, Village of Williamsburg
Sharon Thomas, Citizen advisory
Steve Green, Via Telephone, City or T or C

SCCOG Staff:

Jay Armijo, SCCOG Executive Director
Katherine Gervasio, SCCOG Fiscal Administrator
Angela Rael, SCCOG
David Armijo, SCRTD Executive Director
Rachel Ornelas, SCRTD Administrative Assistant
Jeannie Jacka, SCRTD Fiscal Clerk
Tiffany Goolsby, SCCOG

Members Absent:

Robert Torres, Village of Hatch

Guests:

Michael Mc Adams, MVMPO
Ken Glove, City of Sunland Park
Charles Clements, Las Cruces Citizen
Dave Harris, Via Telephone, NMDOT
Mike Bartholomew, Transit Administrator
Joe Triste, Las Cruces Shuttle

- IV. **Approval of / Changes to Agenda:** *No Changes.*
- V. **Approval of Minutes from April 27th, 2016:** *Member Perea made a motion to approve, Member Smith Seconded. Motion carried Unanimously.*
- VI. **Treasurer's Report-** Member Smith reviewed the summary sent to him from Jeannie Jacka SCRTD Fiscal Clerk; *Stating that the expenditures were \$675,472.63 and the revenue was \$806,759.00. The village of Hatch dues are outstanding and the Fiscal Clerk is following up with them. More details are with action item 11-E.*
- VII. **Public Input:** *Charles Clements, Las Cruces citizen, asked when the transit line would move up northward. Member Hancock advised this would be discussed in the Executive Directors Report.*
- VIII. **Public Input ICIP:** *None.*
- IX. **Executive Directors Report:** David Armijo spoke on the ridership and mentioned that it is growing. Grant 5310 awarding the SCRTD \$109,000 dollars which will go to help in the operations of the purple line, maybe adding a couple extra hours to the service. With the 50%

match it will go toward a new bus. Grant 5311 awarding \$419,000 which is an annual request process, but once established the 50% match goes to operations, for all routes.

Marisol from the Drug Prevention wanted to thank the SCRTD for allowing them space on the bus to advertise, Stating that "we are very thankful for the support in trying to reach the public with information on Drug, Binge drinking, Gambling prevention." They hope to have the signs on the busses by the end of the month.

X. Discussion Items:

- a. **Key Performance Indicators-** *David Armijo informed the board on the last 12 weeks of service (see attached reports and graphs). Last week during the hail storm, was our best ridership. We went from 175 to 234, that's 1,965 rides with still a week left in the month we will reach 2,000. The Red and Blue line are competing at 80/88. (Mayor Barraza joined). Slow growing but when you look at the rides by day, you can see the increase, in February we were averaging 19 and now we are at 47 a day. Trip by Trip we are carrying more people in the last 90 days. David showed a sample of the bus schedule holders which are tamper proof, that would be placed at stops, so people would be able to find out the times and routes anytime even without internet. Member Smith wanted to know how it was rated to withstand abuse. David went into detail on that and stated it does need a special tool, and depending on placement would help detour vandals. Member Powey wanted to know why we couldn't place in the water bills? Sharon stated that some of the places wouldn't allow that. David stated that he plans on reviewing the services and seeing where improvements can be made. Mentioned as well on the ridership graph that Z-Trans is yellow on our routes, but orange on theirs, when they report they report on the orange, but we also have an orange line, as result we need to possibly change the color of the route since they have been doing it longer. Something to discuss with the advisory board.*

XI. Action Items:

- a. **Acceptance of the recommendation from the RFP Evaluation Committee-** *David stated that we had two interested parties, but one did withdraw, with one proposal from STS (who is partnered up with All Aboard America. David handed out a recommendation letter to the board (see attached documents). Member Hancock asked if it would match up with the federal purchasing guidelines? David said yes. Mentioned that this proposal would house the buses, have maintenance, include a dispatcher. This will give us opportunity to grow our services and improve services. Dave Harris (NMDOT) stated that there were two clauses missing from the RFP, School bus, and Charter bus, which he advised to place into the contract. He also stated that David would need to look into if the buses would be housed with the school buses. Stated he would follow up with David. Member Barraza wanted to know how much it would cost? David stated \$153,000. Member Barraza wanted to know if that was budgeted or in the expenditures? Katherine stated that it would be in the FY17 budget. And right now we had LC Transport in the expenditures. It would be presented in the FY17 budget at the next meeting, and once combined several line items such as Cleaning, Maintenance, etc. that is where the budget would come from. Member Hancock stated that the Contract would begin July 1st, is there any requirement on the budget? Katherine adv. that no there wasn't we just need board approval, and then we would submit to Dona Ana County. Member Hancock asked if NMDOT would need to revise it? Dave Harris said that with any 3rd party contract that they would need to approve of it. Member Barraza wanted to know if at the next meeting a summary of the services that the Offeror would be doing could be provided. Member Hancock mentioned that at the next meeting the board members would be reviewing the contract of the service provider. Then said he would have to check if it would be in open*

or closed session for reviewing? Sharon Thomas stated that combining a lot of the areas into one, increase the budget and having one contractor do many of these things would free up David to attend other things. Member Perea wanted to know that action item 11b would carry us until the new contract. Member Hancock, that is correct. This is a motion to accept the recommendation of the RFP. Member Smith, adv. to change the resolution address to Rm 117 from the Commissioner's Office. Jay stated that there was no resolution for this item, that that was for 11b. Member Barraza **made a motion to approve, Member Perea seconded. Motion carried unanimously**

- b. **Approval to increase Las Cruces Shuttle Contract-** Member Hancock stated that we would have to add in the room number 117 to the resolution. Member Smith **made a motion to approve, Member Perea Seconded. Motion Carried Unanimously.** Member Perea wanted to know if this increase would carry us until STS took place of Las Cruces Shuttle. Advised that it will. Member Barraza asked why we would increase the amount? Member Hancock stated that the contract for Las Cruces Shuttle met the budget prior to the end date. Funding would run out before STS took place and that difference is where this covers. Jay stated that since it was originally under \$60,000 that we didn't have to go out for bids. Member Barraza doesn't want this to appear that we did this to avoid RFP. Member Hancock, a small procurement allowed up to \$60,000. We didn't know when we would go out for RFP. We knew we would since Las Cruces Transport didn't want to do this long term. Increasing it to the \$10,000 ensures that LC Transport gets paid. Member Barraza, only till June 30th? Katherine, Correct. Member Barraza asked here the \$10,000 would be coming from? Katherine stated that in the budget provided next month you can see the increase, and we can still invoice Dona Ana County.
- c. **Approval of the ICIP Resolution-** Member Barraza **made a motion to approve, Member Perea Seconded, Motion Carried Unanimously.** David, this is a 5-year plan, updated the plan, by moving a few of the numbers a couple years out, and added in the grants. Tiffany SCCOG, stated that this is a five (5) year plan, due June 15th. Mentioned that she has updated some numbers and added the grants. Member Perea asked the difference between a transit and bus purchase? A Transit is a 20 passenger, and the Bus is a 30 passenger vehicle. Member Perea suggested that the items be in the top 5, is what the legislatures looks at. Member Hancock mentioned that he has known them to view the bottom. Member Powey suggested to group all the vehicles together. Tiffany, the first item you want to combine the bus and transit purchase together, for 2018 the \$700,000, for 2019 the \$680,000, for 2020 the \$136,000. Member Barraza expressed concern for the total amount of \$700,000. But it was explained that the would come from federal and then the rest matched.
- d. **Approval of Auditor-** Katherine, this will be for the FY16 audit as well as the FY 17. The state audit office sent out our request, we received five companies interested, narrowed it to two companies and chose this one, Stone McGee and Company, seeing as they have CPA's with between 8-40 years' experience, they have dedicated a proper amount of time, and their cost was at \$9,000. Member Barraza asked who was on the committee for choosing this firm. The amount was low we didn't have to seek out thru an RFP. Jay and Katherine were the ones who chose this firm, feeling that they offered the best services. Member Barraza **made a motion to approve, Member Powey Seconded, Motion carried unanimously.**
- e. **Approval of FY2016 Revenue/Expenditures and Budget Adjustments-** Member Barraza **made a motion to approve, Member Perea Seconded, Motion carried unanimously.** Katherine SCCOG, stated that there was a decrease in the telephone and an increase in the supplies \$1,500. Due to having to purchase several signs, placed these under supplies.

XII. Board Comments: Member Barraza asked about the shortfall from the County. Member Hancock stated that they did have a meeting and made some serious budget adjustments. That

the manager did cut the funding from \$700,000 to \$425,000. After speaking with David in reference to this, they had decided that at \$500,000 they would still be able to operate and doing the matching and grants. There is an agreement to add back the \$75,000 and there is a meeting on that tomorrow, and we expect it to pass. Member Barraza expressed her concerns for Dona Ana County committing. Member Hancock explained that we do still have the resolution and understand between the county. Member Smith handed David the Commuter Rail Study, interesting information from 6 years ago.

XIII. Adjournment: *Chairman Hancock called the meeting adjourned at 3:03 p.m.*

Approved by:

Wayne D. Hancock, SCRTD Chairman

Date

Executive Director Report

This report provides information regarding District activities executed in the past month, to include communication, outreach, service monitoring, and service performance.

COMMUNICATIONS

On Wednesday, June 1st I made a presentation to the Anthony City Hall that went very well. The council was supportive and had many questions on our new service. I plan to follow-up and believe more contact between the SCRTD board and the council should prove beneficial between the two entities.

On a related note, a new Anthony Transit Station sign was erected in late May which helps to direct new riders to the station to board buses.

On Thursday, June 16th I made a presentation to the Southern New Mexico Promotora Committee. The Promotora's help community members to connect to Healthcare resources and services. I invited the Promotora's to assist the District to inform their client base of our transportation services and to work together to assist members of the community to learn how to use our transit services. The meeting went well and the Promotora's are interested in learning more about our organization. We will add information of their program as a link to our website and they too will add SCRTD to their website. Our collective efforts should provide beneficial to both our organizations. Additional information on the Promotora's is included with this report.

SERVICE ANALYSIS

During the past month, staff conducted an analysis of the transit service operation. This included collecting ridership data, interviewing each bus operator, reviewing the route structure and service schedule. Further, a review of the customer timetables and a review of the bus utilization was conducted. The end goal is to optimize operations by improving the scheduling of service thereby generating savings that can be redeployed into the service.

The analysis identified opportunities to improve both the route structure, e.g., the alignment of the service as well as the schedule. In fact, the result is a savings in the reduction of non-revenue hours that can be redeployed into revenue service. More specifically, it is possible to constrain service hours, maximize the use of four buses while increase the number of trips per day by 3. An increase of 780 additional trips annually.

Finally, it is expected that this proposed service modification or adjustment to the present service should increase ridership by 1500 or more trips annually based on the

current service experience. However, the deployment of these added trips will improve the service experience and by extension should attract ridership at levels beyond those currently experienced to date.

GRANTS

During the past month, the New Mexico Department of Transportation invited SCRTD and other prospective transit agencies in New Mexico to pursue federal funding beginning in Fiscal Year 2018, October 2017. This will include both 5310 and 5311 grants. Funding in this next cycle could be used to pursue service to Hatch as well as Sierra County.

We have not received word yet on the status of our Tiger grant nor our 5399 grant. The latter includes two mid-size buses that can be used for either service expansion or as spares.

CUSTOMER SERVICE/MARKETING

Beginning on Friday, July 1, 2016 we will begin taking fares. Steps have been taken to prepare our operators to handle revenue. Further, our new contractor STS will assume responsibility for handling and reporting revenue.

New fare media has been ordered. This includes bus transfers and coupons. The coupons will serve as transit fare in place of cash. Requests have been made to purchase this form of fare media. La Clinica has requested to purchase 100 coupons each month. Again, this should result in increased ridership.

New Bus Schedule holders have been ordered for 10 of the bus stops with the highest boarding and will serve to provide general bus information at these locations. Examples include, Sunland Park, Anthony, NMSU, Dona Ana County and others.

CONTRACT SERVICE OPERATION

Jay Armijo and I met with STS staff in preparation for the hand off of the service operation with Las Cruces Transportation. The same week, I also meet with Las Cruces Transportation staff. Both organizations are working diligently to prepare for the transition that will occur at the end of June.

More information will be provided, but we feel that staff from both organizations working in tandem with SCRTD and SCCOG staff will make the transition successful.

Southern New Mexico Promotora Committee



AGENDA

Southern New Mexico Promotor/a Committee Meeting Junta del Comité de Promotoras /es del Sur de Nuevo México

Thursday, June 16, 2016 – Jueves, 16 de Junio del 2016

Time/ Hora: 9:00am – 1:00 pm

Dona Ana County Government Center

845 N. Motel Blvd. Room 111

Las Cruces, NM 88001

- | | |
|---------------|--|
| 9:00 - 9:15 | Ramon Rodriguez
President
Welcome & Introductions |
| 9:15 - 9:20 | Ramon Rodriguez
Finance update |
| 9:20 - 9:40 | David Armijo
Executive Director
The South Central Regional Transit District |
| 9:40 - 10:00 | Gena Trujillo
Southern Area Health Education Center
Reimbursement of CHW certification fees |
| 10:00 - 10:20 | Celina Waller
Program Director
Aprendamos Intervention Team
Promotor/a position announcement |

- 10:20 -10:30 Break
- 10:30 -11:30 ***Sylvia E. Gaytan***
Public Affairs Specialist
U.S. Food & Drug Administration
- 11:30 -12:00 ***Veronica A. Reyes***
Outreach Coordinator
New Mexico Health Insurance Exchange
- 12:00 -12:30 Light lunch
- 12:30 -1:00 Dona Ana Communities United/Time Bank sign up
Announcements

BOARD REPORT – Service Analysis

SUMMARY

The new transit service has now reached 80 plus service days and warrants a detailed evaluation and analysis. Consequently, during the past month each bus route has been reviewed, stops evaluated and the drivers interviewed. The latter was helpful in learning more about both the route structure and schedule. More specifically, there are a number of bus stops and areas along the routes where there is limited ridership and where the roadway adversely affects the riding experience.

Further, an in-depth analysis was made reviewing the first 80 days of service that consisted of a total of 2417 trips for an average 30 passenger trips generated per day. The analysis indicated that most trips were taken during the mid-day and that the Red route carried the most trips, followed by the Blue, Purple and Orange routes. Interestingly, the Purple carried the most trips in the mid-day.

Changes to the routes and schedules can be executed to improve performance and to attract ridership while optimizing the use of the current bus fleet.

ROUTE DESIGN

Red Route

Based on ridership data, the Red route has performed better than its peers. However, during the field observations it was clear that a deficiency in the route is operating on the W. Frontage Road that becomes Stern Drive. The road surface is rough and may cause problems with the bus maintenance over time. Further, operators report that during the pilot the service operated on Main Street and picked up more riders than now.

Recommendation:

Operate on Main Street after the Mesquite Fire Station #10 stop. Bus will operate on Hwy 28 to Hwy 478, Main Street. The Tortugas stop will be relocated to Main and Tortugas. This change will reduce wear on the bus while improving access to more neighborhoods with added stops and potential ridership.

Blue Route

This route is number two for ridership and has improved steadily. It performs better in the mid-day and evening.

Recommendation:

No change to the schedule. Only change is to return to Anthony transfer station by

way of Ohara Road from Hwy 28. This is a minor change and would improve access with new stops in Anthony, including the neighborhood by the Pic Quick located on the corner of Ohara Road, and by the Post Office. No stops will be affected by this change.

Purple Route

No route change.

Orange Route

One modification, delete the stop at Desert Aire. The road is substandard and there is almost no ridership. Time savings can be used to add stops elsewhere in the area.

SCHEDULES

Ridership is lower at this point than during the pilot project, in part due to the timing of the start-up of service, e.g., winter/spring compared to spring/summer and there are fewer operators and trips being operated. Still, the data does provide some insight. The attached Ridership Analysis graph and chart indicates that the Red route carries 32% of the service, the Blue 28%, the Purple 23% and the Orange route carries 17%. Each route operates 6 trips per day.

Based on the ridership data, the trips on the Purple and Orange line are operating too early and are not carrying as many trips to some locations, such as La Clinica, Anthony and Sunland Park City Hall because these locations are not yet open. Given the fact that the Purple route carries more mid-day trips it would appear that operating later in the morning and in the afternoon should increase access to the service from prospective riders.

Further, based on input from operators and some riders, it appears that there are too few trips and too much of a spread of service periods where there is no service. More specifically, the period from 9am to 11 am in the morning and 1pm to 4 pm in the afternoon. This spread of time generates long waits for prospective riders to be dropped off and picked up again much later than they may wish.

Consequently, the following schedule changes are recommended:

Red Route

Operate service leaving on the hour. Route alignment change at Mesquite operating along Hwy 228 to Main Street.

Blue Route

Operate service leaving on the hour. No other change to schedule.

Purple Route

Operate service later, starting at 8 am from Anthony to Sunland Park. Two round trips in the morning, a four hour block instead of two, and two round trips in the afternoon, a four hour block instead of two. This adds two trips to the route and offers hourly service in the morning and again in the afternoon.

Orange Route – Change to Gold Route

The route will operate midday only with two trips beginning at 10 am to noon and then again at 2 pm to 4 pm.

Name change required to avoid conflict with Yellow route (Zia Trans – Listed as Orange route to NM DOT).

Red Express

This is a new route that will add three trips in the morning. An express trip from MVITT Center at 6:20 am to Anthony, with a return trip at 7 am to MVITT center and then back to Anthony leaving MVITT center at 8 am.

Effectively, the Red Line will now have 5 trips in the morning connecting MVITT Center to Anthony on an hourly basis from 6:20 am to 9 am.

This bus will become the new Gold line and will have an hour break before departing to Chaparral.

Conclusion

This service analysis is based upon available ride counts taken by the operators in their daily reports, observations and input by operators and riders. Most importantly, these recommendations are warranted to improve ridership.

Please refer to the SCRTD Service Analysis table. The table provides a comparison of the current schedule versus the proposed scheduled. The first column lists revenue hours by route, daily hours, weekly hours and annual hours. The second half of the table lists the proposed service by revenue hours by route, daily hours, weekly hours and annual hours.

Service will continue to operate with four operators driving four buses. The old schedule operates 27 revenue hours and twenty minutes each day, 9 non-revenue hours and forty minutes a day for a total of 37 hours a day operating 24 bus trips. The modified schedule will operate more efficiently, with 26 revenue hours and forty minutes, 7 non-revenue and twenty minutes for a total of 34 hours a day operating 27 bus trips. Annually, total hours will decrease from 9620 to 8840. A savings of 780

hours of service while adding 780 trips which represents an increase 12 percent.

The efficiency comes from the reduction in non-revenue hours. Roughly, a 9 percent reduction, yet more trips are provided. Much of the savings was redirected to the added trips on the Red Route Express.

The significance of these changes is in the improvement of productivity which will help the District in attracting more funding from NM DOT. Added ridership is critical as well and more work is needed to improve the service quality and performance.

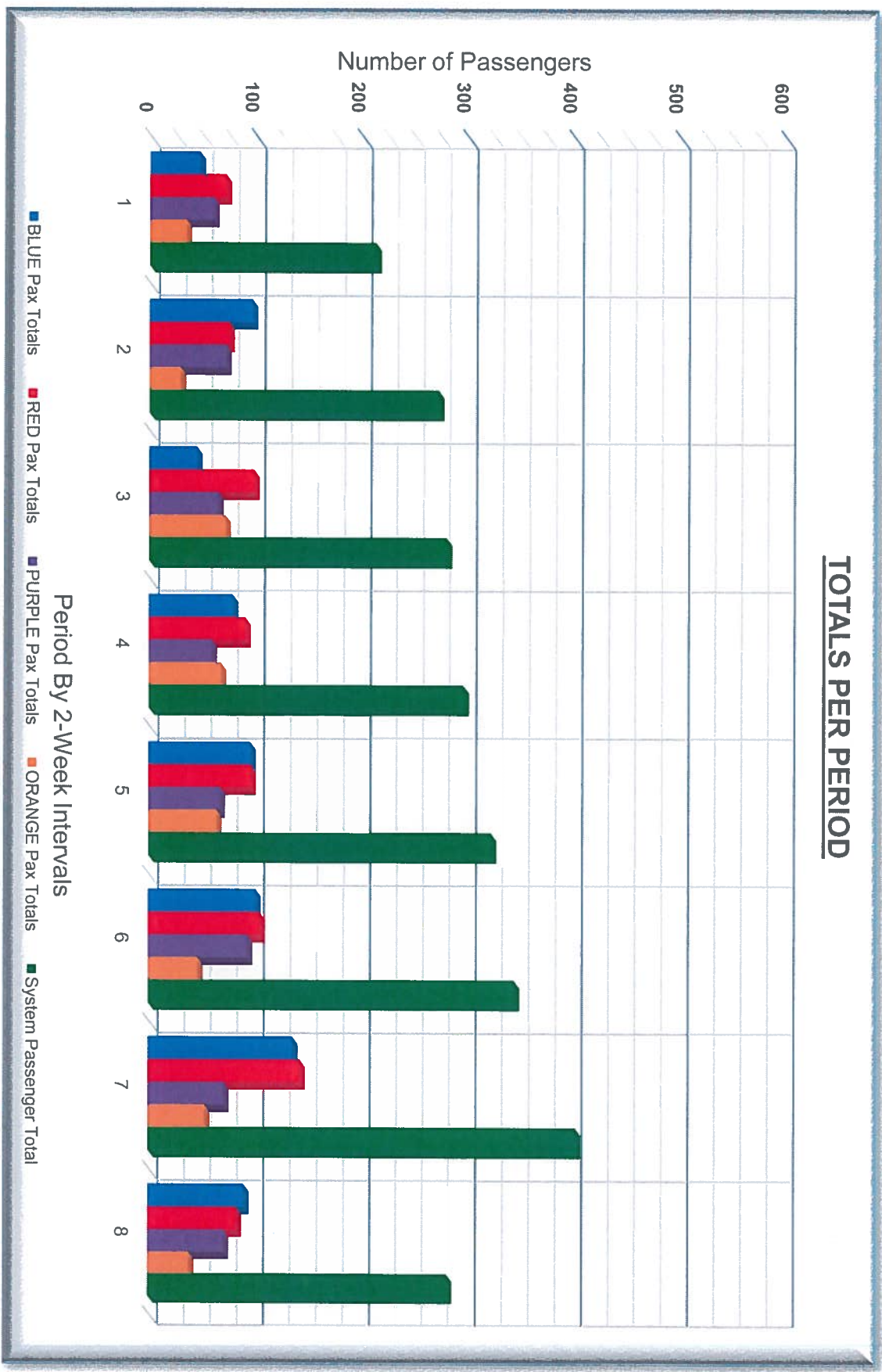
Attachment 1 – Ridership Analysis Table by Payroll Period

Attachment 2 – Ridership Analysis Chart Total Per Period

Attachment 3 – SCRTD Service Analysis

Attachment 4 – System Map Changes Marked

Ridership Analysis



Ridership Analysis

Period	Period Beginning Date	Period Ending Date	BLUE Pax Totals	RED Pax Totals	PURPLE Pax Totals	ORANGE Pax Totals	System Passenger Total
1	2/22/16	3/4/16	47	72	60	34	213
2	3/7/16	3/18/16	97	75	72	29	273
3	3/21/16	4/1/16	45	99	65	72	281
4	4/4/16	4/15/16	79	91	59	68	297
5	4/18/16	4/29/16	96	96	67	64	323
6	5/2/16	5/13/16	101	105	93	46	345
7	5/16/16	5/27/16	136	143	71	53	403
8	5/30/16	6/10/16	90	83	71	38	282
YTD			691	764	558	404	2417

Notes:

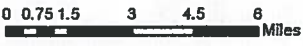
1. Ridership includes 8 pay periods for 16 weeks for a total of 80 days of operations.
2. Red operates 32% of trips
3. Blue operates 28% of trips
4. Purple operates 23% of trips
5. Orange operates 17% of trips
6. Period 8 includes Memorial Day Holiday

SCRTD Service Analysis

<u>Current</u> Routes	<u>Daily</u>		<u>Total Hrs</u>		<u>Trips</u>
	Rev Hrs	Non Hrs			
Blue	6:30	2:30	9	6	
Purple	7:20	2:10	9.5	6	
Red	6:30	2:30	9	6	
Orange	7:00	2:30	9.5	6	
Total Daily	27:20:00	9:40	37	24	
Total Weekly	136:40:00	48:20:00	185	120	
Annual			9620	6240	
<u>Proposed</u>					
Blue	6	2:15	8:15	6	
Purple	8	1:00	9:00	8	
Red	8	2:15	8:15	6	
Red Ex/Gold	6:40	1:50	8:30	7	
Total Daily	26:40:00	7:20	34	27	
Total Weekly	133:20:00	36:40:00	170	135	
Annual			8840	7020	
Difference	40	2:20	-3	3	
Difference	3:20	11:40	-15	15	
Difference			-780	780	



2/16/16



Legend

- SCRTD Stops
- RoadRUNNER Shelters
- NMDOT Stops
- EP SunMetro Stops
- Westside Sun Metro Transfer Center

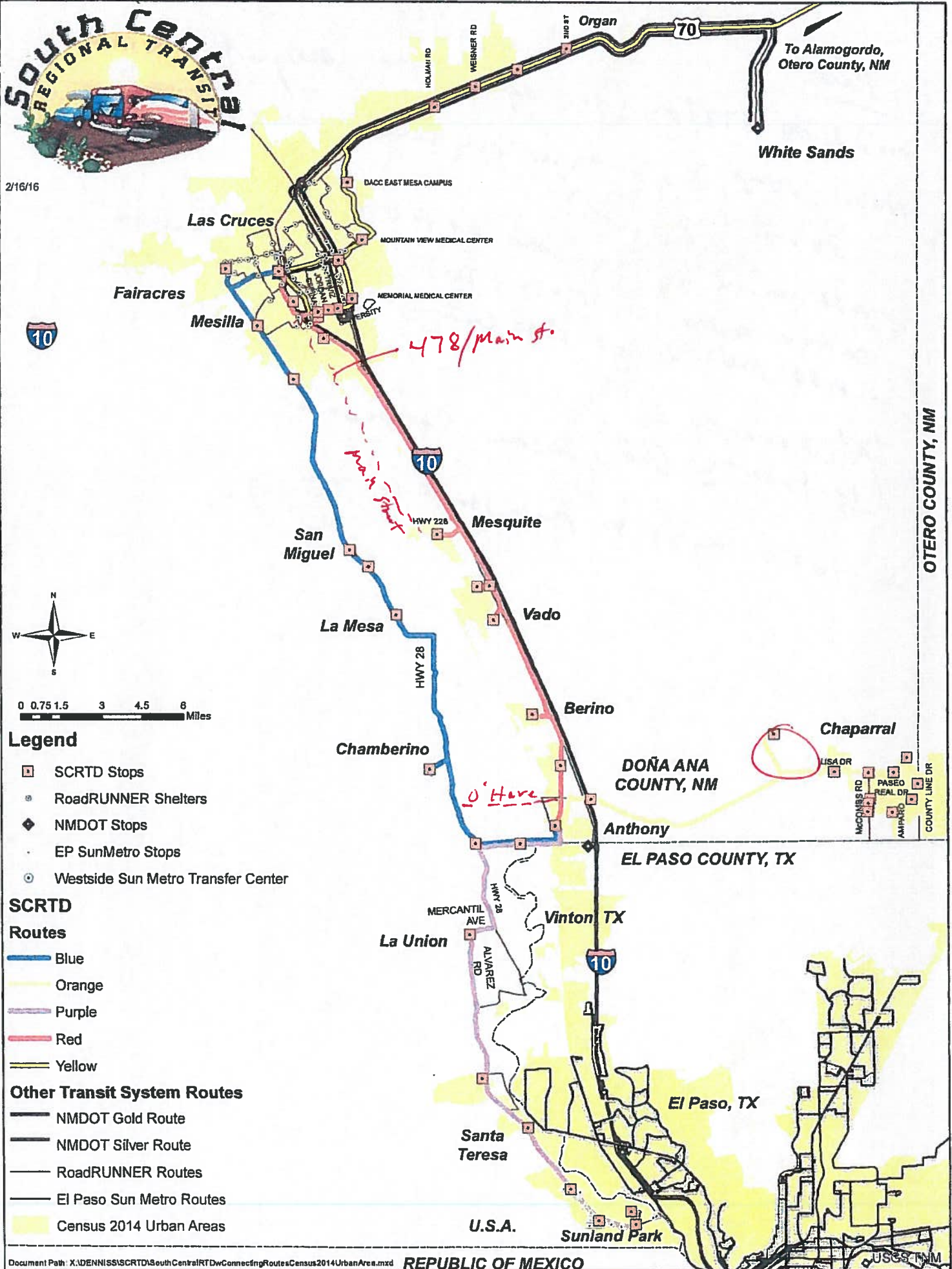
SCRTD

Routes

- Blue
- Orange
- Purple
- Red
- Yellow

Other Transit System Routes

- NMDOT Gold Route
- NMDOT Silver Route
- RoadRUNNER Routes
- El Paso Sun Metro Routes
- Census 2014 Urban Areas



Inside this Issue:

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News from the NM Transit Association President



Dear NMTA Members;

This second quarter of the year has been very busy for our Association. In April we had our Annual Bus Road-éo and Conference. The number of attendees for the conference was approximately 110 attendees and vendors. The Bus Road-éo had a total of 20

participants. The annual Road-éo is a great way to celebrate the professional bus operators who serve New Mexico's public transit agencies and daily riders.

This year's conference highlighted various topics ranging from DBE Reporting, Pre-Trip and Preventative Maintenance to Wheelchair Securement and Advanced Mobility. The conference was loaded with topics to provide sufficient information and updates on a variety of industry critical issues. One of the many highlights of the conference was the FTA and State Awards and the announcements of the Road-éo Winners. Here is the breakdown for these categories:

FTA Awards:

- City of Las Cruces—RoadRunner Transit Excellence in Grant Management for a 5307 Program
- Town of Red River - Miner's Transit Excellence in Grant Management for a 5311 Program
- Share Your Care Excellence in Grant Management for a 5310 Program

State Awards:

- Casa Angelica 2015 NM Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities) System of the Year

- Rio Metro Regional Transit District 2015 NM Section 5311 (Rural Transit) System of the Year
- Pueblo of Laguna - Shaa'srk'a Transit 2015 NM Section 5311 (Rural Transit) System of the Year

Road-éo Winners:

Van Competition:

- 1st place: Teresa Mendoza - City of Clovis—Clovis Area Transit
- 2nd place: Chris Horvath - City of Santa Fe—Santa Fe Trails
- 3rd place: Cliff "Kip" Roller - Los Alamos County—Atomic City Transit

Cutaway Bus Winners:

- 1st place: Leo Valencia - North Central Regional Transit District
- 2nd place: Ramon Trujillo - Los Alamos County - Atomic City Transit
- 3rd place: Robert Woodall - Los Alamos County—Atomic City Transit

Large Bus Winners:

- 1st place: Lloyd Ami - Los Alamos County—Atomic City Transit
- 2nd place: Maria (Alex) Galvin—City of Las Cruces - RoadRunner Transit
- 3rd place: Jim Dennis - Navajo Transit System

Hearty congratulations to all of the above award winners. We are proud to send our Road-éo winners that will be representing New Mexico at the national Road-éo at CTAA in Portland, Oregon. We wish them the best in bringing home a win (Leo Valencia, NCRTD, Maria Galvin, Las Cruces and Cliff Roller, ATC)!

(Continued on page 2)



News from New Mexico Department of Transportation

The Board also held its annual meeting to conduct an election of officers. The existing slate of officers were re-elected to continue for another year. The Board Officers are as follows: Anthony Mortillaro, President, Joe Hardin, Vice President, Philo Shelton, Treasurer and Mike Bartholomew, Secretary. In addition, Mr. David Falance, Presbyterian Medical Services was elected as a new Director by the membership to represent 5310 programs. Since the individual elected to the 5307 vacant position was not able to serve. The Board approved having Mike Bartholomew, Road Runner Transit, placed into this 5307 position and vacating the Director At-Large position that he previously occupied. A call for interest from the membership to fill the vacant Director At-Large position will be announced soon.

A special thank you to our Corporate sponsors for the Road-eo and Conference: National Bus Sales and Leasing, Creative Bus Sales, Gillig, LLC and All Aboard America. Lastly, funding from the New Mexico Department of Transportation and Federal Transit Administration was instrumental in providing the resources to put on such a quality event. In conclusion, an event of this magnitude takes an inordinate amount of work and organization and the Board wishes to personally thank Melissa Drake, NMTA Coordinator for her efforts.

Cordially,

Anthony J. Mortillaro
President

News From NM Department of Transportation

FTA Notice of Funding Opportunities (NOFO)

The Federal Transit Administration (FTA) announced the availability of \$8 Million in research funds for a new program to demonstrate and evaluate innovative approaches to integrate "Mobility on Demand" (MOD) solutions within a public transportation framework. The MOD Sandbox Demonstration Program is intended to provide a platform where integrated MOD concepts and solutions are supported and demonstrated through local partnerships in a real-world setting. Eligible applicants under this notice are providers of public transportation, including public transit agencies, state/ local government DOTs, and federally recognized Indian tribes. Eligible applicants must identify one or more strategic project partner(s) with a substantial interest and involvement in the project. Project proposals must be submitted electronically through <http://www.GRANTS.GOV>

by 11:59 p.m. EDT on July 5, 2016. Details on the NOFO can be found at the following link: <https://www.transit.dot.gov/funding/applying/notices-funding/mobility-demand-mod-sandbox-program>

FTA also announced the availability of approximately \$5.3 million of funding from two programs to support the Rides to Wellness Demonstration and Innovative Coordinated Access and Mobility Grants (R2W Demonstration Grants). The goal of the competitive R2W Demonstration Grants is to find and test promising, replicable public transportation healthcare access solutions that support the following goals: increased access to care, improved health outcomes and reduced healthcare costs.

Funds awarded will finance the implementation -ready capital and operating projects that enhance access, such as: mobility management; health and transportation provider partnerships; technology; and other actions that drive change.

NMDOT submitted a consolidated application on behalf of partnering rural and urban public transit systems for a statewide real time passenger information system, as well as individual projects for North Central Regional Transit District (NCRTD) to expand demand response services in Taos County and ARCA's Smart Travel Program. Completed proposals were due May 31, 2016.

FTA announced the availability of approximately \$211 million of Fiscal Year (FY) 2016 funds for Section 5339(b) Grants for Buses and Bus Facilities Competitive Grant Program (Bus Program) and approximately \$55

million for Section 5339(c) Low or No Emission Bus Competitive Grant Program (Low-No Program). Funds awarded for the Bus Program will finance capital projects to replace, rehabilitate, purchase or lease buses and related equipment and to rehabilitate, purchase, construct or lease bus-related facilities. Funds awarded for the Low-No Program will finance the purchase or lease of low or no emission vehicles that use advanced technologies, including related equipment or facilities. NMDOT submitted a consolidated application for Section 5339(b) funds on behalf of rural Section 5311 sub-recipients in the amount of \$3.3 million for replacement transit vehicles. An individual project for an NCRTD Maintenance and Fueling Facility was also submitted for \$6.1M. No applications were submitted for Section 5339(c). Completed proposals were due May 13, 2016.

Fiscal Year (FY) 2017 Section 5310 and Section 5311 Awards

The New Mexico Department of Transportation Transit and Rail Division presented the FY 2017 Annual Application Awards on Friday, April 29, 2016. Many applicants were in attendance.

The total federal award for the Section 5311 rural transit program for FY17 was \$14.1 million. This represents an overall increase of nearly 31% from the FY16 award recommendation of \$10.8 million. Much of the increase was transit capital grant funding that the NMDOT released in order to assist rural transit systems with vehicle replacement needs. The FY17 Award letters have been mailed out and agreements are expected to be sent to sub recipients in mid-July.

The total federal award for the Section 5310 program for FY17 was \$1,708,385. This represents an overall decrease of 11% from FY 2016, but an increase from FY 2015 of 15%. The constraints on funding were mainly in the large urbanized Albuquerque area where most requests could not be fully funded.

Transit and Rail Division website at [http://](http://dot.state.nm.us/en/Transit_Rail.html)

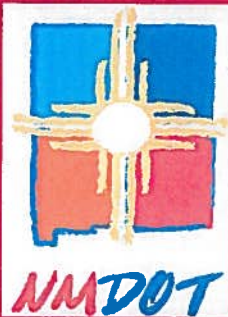
dot.state.nm.us/en/Transit_Rail.html along with the FY12-FY16 awards.

FY 2018 Federal Transit Grants (\$5310 and \$5311) Application Dates to remember:

- Solicitation for Letter of Intent - due Monday, June 20, 2016
- Application Workshop – Friday, July 8, 2016 (NMDOT General Office Training Room)
- Applications due – Friday, August 26, 2016

Proposed Section 5311 Administration/Operations Ratio Distribution Index Change for Fiscal Year 2018

The implementation of limits on the Administration/Operations Ratio for rural transit systems in New Mexico has successfully maximized operational funds, minimized administration expenses, and has helped to maintain a sufficient grant balance reserve. In FY 2009, some systems were spending as much as \$1.09 on administrative expenses for every \$1.00 on operating expenses.



**News from New
Mexico
Department of
Transportation**

At this time, the state average was \$0.50 for every \$1.00. With the implementation of this program, this was reduced to an average of \$0.39 in FY2011 and in FY 2016, an even greater reduction to \$0.23 of administration for every \$1.00 of operations was realized—a 54% decrease in administrative costs borne by the Section 5311 program.

As performance by the rural transit systems has increased, the NMDOT has seen a need to modify the Administration/Operations ratio targets. For the FY 2018 transit application process, proposes to significantly reduce the Administration/Operations ratio allowed by 0.25 across all fleet-size categories for all rural transit systems.

Below you will find a detailed breakdown of proposed changes:

Administration/Operations Ratio – Proposed Changes to FY18 Section 5311 Distribution Index

- All providers will be targeted at a maximum Administration/Operations ratio (A:O ratio) based on the size of their current vehicle fleets regardless of funding source for the vehicles.

o Five transit vehicles or less:	Maximum A:O ratio of 0.55
o Six to 10 transit vehicles:	Maximum A:O ratio of 0.50
o 11 to 20 transit vehicles:	Maximum A:O ratio of 0.45
o 21 to 30 transit vehicles:	Maximum A:O ratio of 0.40
o 31 transit vehicles or more:	Maximum A:O ratio of 0.35

- All providers receiving a total federal administration and operating award over \$500,000, but less than \$1,000,000 will be limited to a maximum A:O ratio of 0.35. Providers receiving a total federal administration and operating award of \$1,000,000 or more will be limited to a maximum A:O ratio of 0.25.

Please contact your rural transit grant manager with any questions or concerns.

Change in Vehicle Ownership and Title, and Disposition of Vehicles Policy

In order to better maintain satisfactory continuing control of federally-funded transit assets, NMDOT is updating the *NM State Management Plan for the Administration of Federal Transit Grants* to reflect policy changes regarding vehicle ownership and title and the disposition of vehicles. In summary:

- the minimum useful life for each category of vehicle will be increased by three years and
- NMDOT will no longer release the title of any vehicle until the vehicle is disposed of.

The following are the proposed changes to the SMP:

Section I. Vehicle Ownership and Title

The NMDOT holds a lien on the title to any vehicles purchased with FTA funds until disposition, and will only consider disposition no earlier than the minimum life under normal circumstances according to the following schedule:

Category	Typical Characteristics		Minimum Life
	Approx. GVW	Average Cost	Years
Heavy-Duty Large Bus	33,000 to 40,000	\$325,000 to over \$600,000	15
Heavy-Duty Small Bus	26,000 to 33,000	\$200,000 to \$325,000	13
Medium-Duty and Purpose-Built Bus	16,000 to 26,000	\$75,000 to \$175,000	10
Light-Duty Mid-Sized Bus	10,000 to 16,000	\$50,000 to \$65,000	8
Light-Duty Small Bus, Cutaways, and Modified Van	6,000 to 14,000	\$30,000 to \$40,000	7

Section K. Disposition:

The Transit and Rail Division will release the titles to the agency at disposition with the direction that each sub recipient will:

Notify the Transit and Rail Division of the disposition prior to the time of sale of any vehicle and provide the following:

- Letter of request to dispose of the vehicle
- Vehicle Disposition Request Form
- Fair market value estimate and documentation

Establish a separate capital transit account for all vehicle sale proceeds over \$5,000.

- Use 100 percent of these capital funds in the transit account towards the purchase of new/replacement vehicles.
- Note in any future Section 5311 application request(s), any current capital fund balances from vehicle sale proceeds will be applied to the purchase of new/replacement vehicles.

Vehicles disposed of for \$5,000 or less can place all vehicle sale proceeds into the organization's general fund.

If you have any questions please contact Delilah Garcia, Rural Transit Programs Manager at

[505-827-5653](tel:505-827-5653) or Delilah.garcia@state.nm.us.



**Highlighting
A
New Mexico
Member**



**Pueblo of
Laguna
Shaa'srk'a
Transit**

The Pueblo of Laguna Transportation Program better known as the Shaa'srk'a Transit operates a Section 5311 Rural Public Transportation system on the Pueblo of Laguna reservation. **The Mission of the transit program is: To provide safe, reliable, affordable transit services to the public that assists in accessing services to meet needs to improve the overall quality of life.**

"Taking you where you want to go" is the motto for the public transit system at Laguna. The word Shaa'srk'a in the Keres Language means Roadrunner, which was the name given to identify the transit program at Laguna.

The Shaa'srk'a Transit program received the "2015 NMDOT Section 5311 Rural Transit System of the Year Award" during the NMTA 2016 New Mexico Transit Road-eo, Conference and Expo held on April 4, 2016 in Las Cruces, NM.

Transportation in most rural, non-urban, reservation based communities is vital to ensuring community members can access services for health, education, social services, and everyday necessities to meet the needs of themselves and their families. The Laguna Pueblos need for transportation is vitally as important within the six villages on the reservation. Laguna Pueblo is located in southwest New Mexico approximately 30 miles east of the city of Grants in Cibola County and 45 miles west of Albuquerque in Bernalillo County, a major metropolitan area. Transportation to these nearby cities is critical to the community to access services that are not within the Pueblo or local governmental service area. Services such as Banking, specialty health care, colleges, and state governmental services need to be access off the reservation. Key to meeting the service needs of the community is the need to provide the transit system infrastructure for access to said services.

Program History - The Shaa'srk'a Transit program established in 1999 through approval by the Pueblo of Laguna Tribal Council serves the desires of local riders of the transit system. Over the past years riders have successfully been able to realize personal goals of going places in a safe and affordable manner through the use of the

transit system. The history of the program demonstrates a strategic growth plan based on the needs of the community and based on the support of the Tribal Council to provide matching funds annually to sustain the system because of the understanding of community needs.

Several major milestones have occurred over the program history. The inception of the program in 1999 began with demand responsive services, one, 15 passenger van with a lift and one CDL Driver. The program has grown to 6 working vehicles, with CDL certified Drivers that provide over approximately 9000 rides annually. Within a two year period the program implemented the fixed route services to the city of Grants. Subscription services were added to the program as the demand responsive requests increased.

Shaa'srk'a transit program has served as a vital link to riders in the local and surrounding community and tribal government to ensure access to needed services and programs are met. Since the prioritization of transportation in 2006; the program has been identified as a key and major factor in all public Pandemic exercises and the strategic planning and development for the community.

The current resources today include six vehicles and six personnel including a Program Manager, Dispatcher and CDL Drivers. Services provided are demand responsive, subscription services and deviated fixed-route services which include 14 stops throughout the reservation spanning a 16 mile stretch. Hours of operation are Monday through Friday 6:30 am and to 5:30 pm, closed on all tribal recognized holidays.

A new FTA Planning grant was awarded to the Pueblo in 2015 to begin a strategic planning process for service expansion to the Route 66 enterprise area. This expansion will link the Shaa'srk'a transit to the current MRCOG transit services. This expansion is vital in linking the local population to key health services, education, employment and opportunities. A planning team is being formed for this effort.

For more information contact Rick Smith Sr. at 505-552-9850

Rio Metro Reaches Out to Seniors; Plans for Upcoming Anniversary

Seniors Ride Free Campaign



In an effort to encourage seniors to try the train, the Rio Metro Regional Transit District (RMRTD) offered free rides on the New Mexico Rail Runner Express to seniors age 62+

every Wednesday during the months of March, February and April, 2016.

"We wanted to give people, especially first time riders, the opportunity to try the train, and to use connecting public transportation once they reached their destination," said Terry Doyle, RMRTD Director.

Wednesdays were chosen for this campaign as there are several free or low-cost activities for seniors on this particular day of the week. Many of the state museums are free to seniors on Wednesdays, including several that are in walking distance or a short transit ride from the Santa Fe Depot and the Downtown ABQ Station.

We received a great deal of positive feedback on the promotion, and found that seniors took advantage of the free rides more than once. The program was so popular that Rio Metro hopes to offer it again early next year.

Senior Exchange Program

During the month of February, the New Mexico Rail Runner Express partnered with the City of Albuquerque's Department of Senior Affairs, Cochiti Pueblo and Santo Domingo Pueblo to host a unique program for seniors.

The Senior Exchange Program gave patrons from two of Albuquerque's Senior Centers the opportunity to visit Senior Centers at Santo Domingo Pueblo and Cochiti Pueblo, and vice versa. Participants used the Rail Runner and vans from the senior centers to travel between Albuquerque and the Pueblos.

"The idea was to introduce people from the

Pueblos to people from Albuquerque, and the other way around," said Marie Morra, Marketing Specialist with the Rio Metro Regional Transit District and the New Mexico Rail Runner Express. "We also want to teach them how to use the train."

Four exchanges took place during the month of February between the Barelles Senior Center and Santo Domingo Pueblo, and the North Valley Senior Center and Cochiti Pueblo. The Senior Exchange Program will continue throughout the year, connecting additional Albuquerque area senior centers with different pueblos.

Rail Runner to Celebrate 10 Years of Service



The New Mexico Rail Runner Express will celebrate 10 years of service on Thursday, July 14. To commemorate this anniversary, we are planning a special event and press conference on July 14 at the Montañito Station. We are also partnering with several of our Smart Business Partners and community organizations to set up tables at our stations during the last two weeks in July with giveaways and goodies for our passengers. Visit nmrailrunner.com for details.



News from



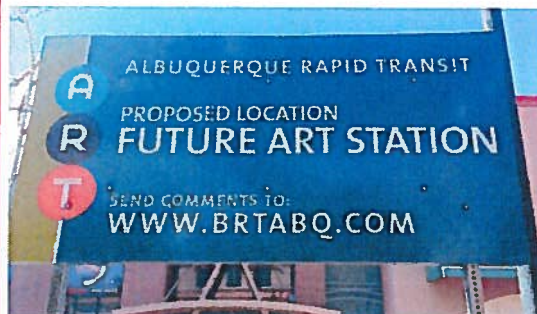
Rio Metro - Regional Transit District



News From ABQ Ride



Albuquerque City Council Accepts Federal Money for ART Project



On March 21, 2016, the Albuquerque City Council voted to accept \$69.2 million in federal money to fund Albuquerque Rapid Transit (ART). Councilors voted 7-2 for the resolution to authorize accepting the money in the form of an FTA Small Starts Capital Grant.

The vote was a bi-partisan effort, with City Councilors Ken Sanchez and Don Harris co-sponsoring the resolution. They, along with Councilors Isaac Benton, Diane Gibson, Pat Davis, Brad Winter, and Trudy Jones voted for the project. Councilors Dan Lewis and Klarissa Pena voted against it. The resolution also passed with an amendment added by Councilor Isaac Benton that calls for the city to narrow the width of some lanes between the Rio Grande and Downtown to make it easier to add landscaping and wider sidewalks.

The grant was recommended in the President's budget, released on February 9, 2016. It would fund construction of ART from Coors Boulevard to Louisiana Boulevard along the Central Avenue Corridor. When approved through the congressional budget process, the grant, along with money set aside by the City, gives the project about \$119 million for construction and beautification.

Mayor Richard J. Berry and ABQ RIDE say construction won't launch until the federal government issues a letter authorizing the use of local funds prior to the city receiving the Small Starts grant. Since the March 21 vote, the design and construction team for ART has been finalizing plans and schedules. To incorporate some of the changes requested by the public and Councilor Benton, groundbreaking for

construction is now set for late July.

"ART is a catalytic project that will reinvent Albuquerque's urban corridor," said Mayor Berry. "We appreciate all the public comment we've received over the last five years, and we are working to accommodate many of those suggestions. Out of the great deal of valuable feedback we received, we are pleased to include in our plans an additional station at San Pedro and Central, in the heart of the International District."

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The project is still expected to be complete in fall 2017 because the team is establishing a consolidated schedule, reducing the heavy construction period to 14 months from 16 months to minimize construction disruption for local businesses and the general community. Bradbury Stamm is the contractor for the ART project.

"Bradbury Stamm has been building New Mexico since 1923," said Bradbury Stamm's CEO, Cynthia Schultz. "Our company is putting all our resources behind this project to make this a life changing project for Albuquerque and future generations. We are proud that as a true local contractor, the construction of this project will be an economic driver for the community which will lead to funds being reinvested back into the community."

An app is being developed and will be available when construction begins. The APP will give people immediate updates on construction, detours, and discounts for businesses along the Central Avenue corridor, bus schedules and special ART events.

The project has also set up a variety of mechanisms for people to receive ART updates:

- The ART construction liaison team will meet with businesses at least 60 days prior to construction impacting their business;
- Construction updates also will be posted on the ART website (BRTABQ.com) and ART Facebook and Twitter pages in real time;
- People also can sign up for text and electronic newsletter alerts on the ART website homepage at BRTABQ.com;
- A 24-hour hotline has been established at 398-4ART.

Mayor Berry also announced several initiatives to support businesses during the construction period:

- The formation of the Small Business Resource Collaborative, made up of representatives from WESST, ACCION, SCORE, the Loan Fund and SBDC to provide business and marketing consulting and low

interest loans to businesses in the corridor. More information is available at www.sbrcabq.com.

- Special Route 66 events will be held several times monthly to encourage people to shop and support the businesses in the construction corridor;
- ART Outreach Liaisons will be in the corridor daily to update businesses and provide helpful information to disseminate to customers, vendors and employees;

To see the latest information about Albuquerque Rapid Transit, you can go to the ART website at www.brtabq.com. A five minute video that describes the ART project is also available on the website. [View "Albuquerque Rapid Transit" on Vimeo.](#)

"We are looking forward to what ART will make possible for the City," Mayor Berry said. "My team is doing everything possible to listen to public input and to minimize the impacts of construction."

STATION TYPES *DOUBLE ENTRY STATION*

STATION LOCATIONS: YUCCA, NEW YORK, BRYN MAWR, SOLANO



DECEMBER 22, 2015



News from



North Central Regional Transit District

NCRTD Driver Valencia Takes Top Honors at 2016 Annual Bus Road-eo and Conference



North Central Regional Transit District driver Leo Valencia took first place in the Cutaway Bus competition at this year's Bus Road-eo and Conference. The April 3 event was held during the Annual Road-eo, Conference and Expo. The Bus Road-eo took place at the New Mexico State University Pan American Center and the Conference and Expo took place at the Las Cruces Convention Center in Las Cruces, New Mexico.

A warm round of congratulations from NCRTD Board Members and Board meeting attendees greeted Leo on April 8 where NCRTD Executive Director, Anthony Mortillaro, presented him with the NMTA plaque honoring him for his First Place finish.

As winner of the New Mexico State Road-eo, Leo is going to Portland for the National Road-eo event at the Community Transportation Association Expo where he, along with other New Mexico Road-eo conference winners, will be representing the Land of Enchantment. Leo Valencia drives for the RTD 340 Chile Line Red and began driving for the Chile Line in back in 2010.

Always a highlight of the Annual NM Transit Conference, the Road-eo is a fun and friendly challenge among transit drivers from across the State. What might look like a maze of randomly placed orange cones to the untrained eye, the expert drivers know exactly what they need to do to maneuver the course with precision. The timed course contains obstacles that test every phase a bus operator encounters under normal driving conditions. In addition to driving skills, participants are also tested on ADA wheelchair securement standards and pre-trip vehicle inspection.

The competition is a showcase of vehicle operator skills and promotes safety, professionalism and excellence in transit operations.



RTD "Blue Bus" La Cienega Pilot Route Service Launched March 28

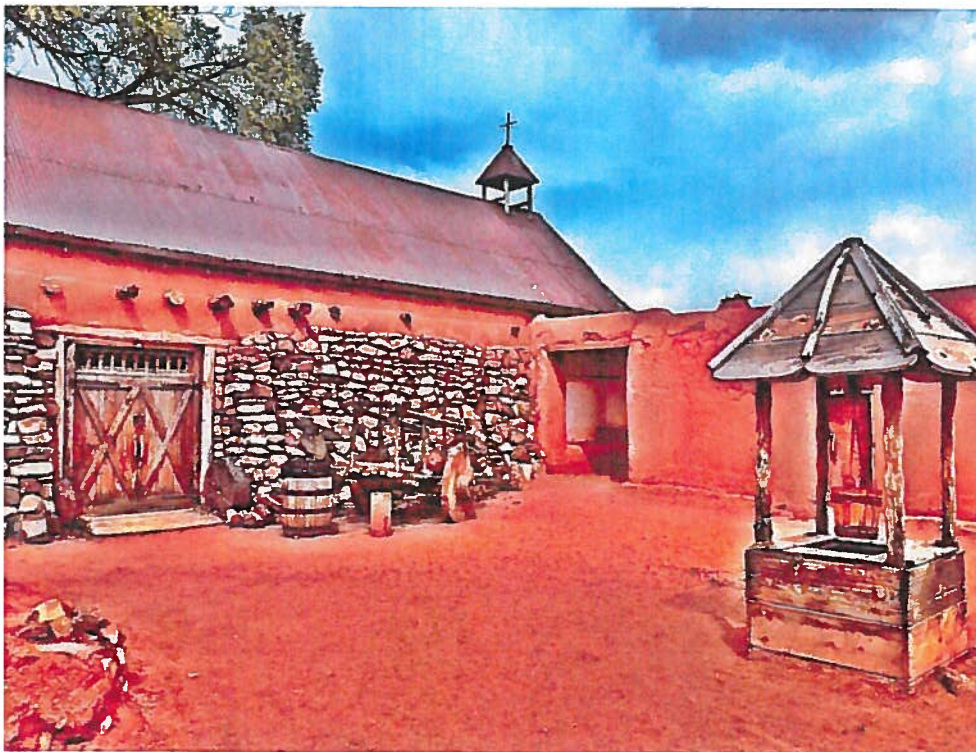
Will Include Summer Weekend Event Service to Las Golondrinas

The North Central Regional Transit District (NCRTD), operator of the RTD "Blue Bus," kicked-off its six-month pilot service from the La Cienega Valley to south Santa Fe on Monday, March 28.

The new service offers three roundtrips per day, Monday through Friday, with one early morning, midday and late afternoon. Service is from La Cienega and La Cieneguilla with stops at Las Golondrinas, 599 Rail Runner Station, Santa Fe Place Mall, Walmart, the Santa Fe Outlet Mall, VA Clinic on Bruckner Rd. and New Mexico Human Services. Santa Fe Place Mall provides connecting service to Santa Fe Trails bus service with routes providing access throughout the City of Santa Fe. Park and ride options are at Las Golondrinas (northeast corner of the lot), 599 Station and Santa Fe Place Mall Transit Center.

The NCRTD Board in its March meeting also approved for the route to provide weekend special event transit service from the City of Santa Fe to Las Golondrinas for the Santa Fe Wine Festival, July 2nd and 3rd, and the ¡Viva Mexico! Celebration, July 16th and 17th.

"A concerted effort was made by the Santa Fe County Commissioners and the residents of the community to make this pilot program a reality," commented Anthony Mortillaro, NCRTD Executive Director. "We encourage everyone in the area to use this fare-free service to make the route a reality long into the future."





Save the Date!!!

Upcoming Conference, Expo and Road-eo

The NMTA Board of Directors and Staff are currently working on the FY 2017 Training Calendar. Please contact Melissa Drake at (505) 796-8377 or email mdrake@nm-ta.com with any training topics that you wish to see presented.

Thank you!

2017 NM Transit Road-eo, Conference and Expo

Road-eo

Saturday, March 25 & Sunday, March 26, 2017

Location to be announced

Conference and Expo

Monday, March 27 & Tuesday, March 28, 2017

Location:

Hyatt Regency Tamaya Resort and Spa
1300 Tuyuna Trail
Santa Ana Pueblo, NM 87004

NMTA Board Meetings

The NMTA Board meets monthly on the third Thursday at various member agencies throughout New Mexico. Any member agencies interested in hosting one of these meetings can contact Melissa Drake at mdrake@nm-ta.com or (505) 796-8377.

The only requirement is availability of a meeting room, access to a conference phone, and recommendations for some good take-out food in your area. Meetings generally last 2-3 hours. Board members would be interested in visiting your agency to hear about and see all the good things happening there.



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SOUTH CENTRAL REGIONAL TRANSIT DISTRICT
TRANSPORTATION MANAGEMENT SERVICES
CONTRACT

This **CONTRACT** is between the SOUTH CENTRAL REGIONAL TRANSIT DISTRICT, and STS OF NEW MEXICO (Contractor). This Contract is effective when fully executed by all parties. The first day of service is July 1, 2016.

THE PARTIES MUTUALLY AGREE:

1. Introduction.

This Contract is for the operation of the SCRTD rural bus service, which provides public transportation services throughout Dona Ana County with connections to other transit systems in El Paso, TX, Las Cruces, NM and Alamogordo, NM. Service is also planned to operate into Sierra County. This services contract is funded by the state and federal funds from the Federal Transit Administration (FTA), Dona Ana County and District membership fees, ridership receipts and advertising revenues. The following definitions apply to this Contract:

2. Definition of Terminology.

- a. Baseline Level of Service means the level of service that will be in place on the first service day of this Contract, which is July 1, 2016.
- b. Days of Service means the days that SCRTD service is provided: Monday through Fridays, except for SCRTD designated holidays. For computation of total costs, an Offeror shall use 254 days of service per State Fiscal Year (July 1 through June 30). Any weekend or holiday service will be at the direction of the SCRTD.
- c. Deadhead means the movement of a coach without passengers on board to and from service facility or to and from one route to another.
- d. Documentation means procedure manuals, plans, handbooks, and other publications that the Contractor creates or provides to support the Program.
- e. Minor Changes means temporary changes in routes that do not result in missed stops, early departures from stops, or departures from stops more than ten minutes after the regularly scheduled departure time.
- f. Over-the-road coach (Coach) means a bus with a capacity of 50-60 passengers equipped with a single forward door, high backed seats, a restroom, luggage compartment, climate

control, illuminator, public address system, two-way radio or cell phone, GPS tracking system, locked farebox, capacity to carry at least two bicycles and two wheelchairs, and capable of sustained highway speeds over long distances in varying topography and weather conditions.

- g. Park and Ride Service means the buses, routes, and supporting activities governed by this Contract.
- h. Primary Service Area means areas of the state where SCRTD service is offered beginning on the first service day, which is July 1, 2016.
- i. Reasonable Cause means any unpreventable circumstances that result in the Contractor's inability to perform up to the standards defined herein.
- j. Revenue Hours of Service means the total hours of operation of all vehicles while providing SCRTD service to the public. It does not include deadhead hours.
- k. Run means a scheduled bus trip open to the public in revenue service.
- l. Schedule means the SCRTD's approved document that identifies the arrival and/or departure times of buses at parking lots, bus stops, and other specified locations.
- m. Secondary Service Area means an area where Park and Ride service may be established after July 1, 2014.
- n. Total Costs means the sum of all costs of service, including administration, capital, depreciation, operations, and miles, and other costs of providing a service.
- o. Total Costs of Revenue Hours of Service means the total costs of service divided by the sum of all revenue hours of service.

3. Scope of Work and Operations Plan.

The Contractor agrees to perform the services detailed in the Operations Plan, which is incorporated into to this Contract as EXHIBIT 1.

4. **Compensation.**

Compensation shall be based on total costs per revenue hours of service in the Primary Service Areas at the Baseline Level of Service. By service year, this rate is as follows:

State Fiscal Year	Total Cost of Revenue Hours of Service
2017	*153,600.00
2018	*156,672.00
2019	*159,840.00
2020	*163,008.00
2021	*166,272.00

*Rates do not include applicable Gross Receipts Tax

In the Primary Service Areas, the Contractor will be compensated for any additional revenue hours of service above the baseline level at the agreed upon rate in each service year.

Total compensation to be paid to the Contractor for services satisfactorily performed during the term of this Contract shall not exceed **\$166,656.00**, which amount includes applicable New Mexico Gross Receipts Taxes. Of the total compensation listed above, the Catalog of Federal Domestic Assistance Number (CFDA) of the Program from which the Federal funding for is authorized, is from CFDA 20.509 for \$ and CFDA 20.506 for \$

Commented [KG1]: I am not sure about this part. We don't normally put CFDA numbers

This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The SCRTD will not compensate the Contractor for services or other deliverables provided prior to the full execution of the contract, after the expiration of the contract, or in excess of the maximum dollar amount of the contract. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the SCRTD when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation without this Contract being amended pursuant to Section 45, "Amendment," prior to the performance of those services.

The Contractor **must** submit a detailed statement accounting for all services performed and expenses incurred on a bi-weekly basis. All invoices for work performed **must** be submitted by the Contractor to the SCRTD within fifteen (15) days after the end of the two week period. Payment under this Contract shall not foreclose the right of the SCRTD to recover excessive or illegal payments.

The Contractor's satisfactory performance of services shall be a prerequisite for payment.

Payment shall be made within thirty (30) days after the work has been approved and accepted by the. The amount paid by the SCRTD may be reduced by an assessment of liquidated damages pursuant to Section 6, "Liquidated Damages".

The Contractor is responsible for making payment of all federal, state and local taxes applicable to its operations and any persons employed by the Contractor, unless the Contractor is exempt.

5. Performance Standards.

The Contractor shall operate revenue service as described in the SCRTD's approved schedules.

In the event that the Contractor, for reasonable cause, misses the final run of the a.m. or p.m. on any route, or arrives late at an intermodal stop so that passengers are unable to transfer to or from another mode (such as rail or shuttle) and as a result passengers are unable to continue their regular commute, the Contractor shall resume service as soon as possible and with the least practicable disruption of service, and shall continue the service to deliver each passenger to the stop where they would normally disembark (including those stops on the rail or shuttle routes). The SCRTD shall compensate the Contractor for those additional revenue hours of service at the cost per vehicle-hour specified in this Contract.

In the event that without reasonable cause the Contractor misses the final run or final stop of the route, or an intermodal stop so that passengers are unable to transfer to or from another bus or another mode (such as rail or shuttle) and this results in passengers being unable to continue their commute, the Contractor shall, at the Contractor's expense, resume service as soon as possible and with the least practicable disruption of service, and shall deliver each passenger to the stop where they would normally disembark. The Contractor shall not charge the SCRTD for any additional revenue hours of service that are required to deliver all passengers to their final destination.

6. Liquidated Damages.

A. The SCRTD may assess liquidated damages against the Contractor in the event that the Contractor, without reasonable cause, fails to adhere to the performance standards of this Contract, which include the following:

1. Failure of a bus to arrive at or depart from its first stop within 10 minutes of scheduled time.
2. Failure of the bus to make a scheduled stop.
3. Failure of the Contractor to provide a bus and driver for all scheduled stops on a run.
4. Failure of a bus or shuttle to arrive at an intermodal stop on schedule to allow passengers to transfer to and from connecting service.
5. Departure of a bus from a stop more than ten minutes after the scheduled departure time from a stop other than the first stop.

6. Departure of a bus from its scheduled route without approval from Contractor's dispatcher or manager on duty.
 7. Failure of a bus to have paper copies of the current SCRTD schedule on display and easily available to passengers.
 8. Failure of the Contractor to provide notice to the SCRTD, either by telephone, text or e-mail, as required by the SCRTD, of delays, missed stops, incidents and crashes, within ten minutes of the Contractor's dispatcher being informed of such events.
 9. Failures to board, transport, and disembark a passenger with disabilities due to equipment failure or driver/supervisor decision or action.
 10. Failure of driver to announce vehicle destination and stops.
 11. Departure of a bus from a stop prior to the scheduled departure time for that stop.
- B. Liquidated damages may be assessed by the SCRTD in the following amounts for the following reasons listed above:
1. \$250 for the first occurrence in a calendar month of any actions listed in Section 6A, paragraphs 1 through 8.
 2. \$500 for any second occurrence in a calendar month of any action listed in Section 6A, paragraphs 1 through 8.
 3. \$750 for any subsequent occurrences in a calendar month of any actions listed in Section 6A, paragraphs 1 through 8.
 4. \$500 for the first occurrence in a calendar month of any actions listed in Section 6A, paragraphs 9, 10 and 11.
 5. \$1,000 for any subsequent occurrences in a calendar month of any actions listed in Section 6A, paragraphs 9, 10 and 11.

Any liquidated damage charges imposed by the SCRTD shall be deducted from payments owed to the Contractor for invoiced services.

The SCRTD shall determine if the incident was beyond the control of the Contractor. The Contractor shall track incidents and shall adopt and follow procedures so that the type of incident does not recur.

7. Appropriations.

This Contract is contingent upon sufficient appropriations and authorizations being made by the State of New Mexico or the Congress of the United States for performance of this Contract. If sufficient appropriations and authorizations are not made by the State or the Congress of the United States, this Contract shall terminate upon written notice being given by the SCRTD to the Contractor. The SCRTD is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the SCRTD. The SCRTD's decision as to whether its funds are available shall be accepted by the Contractor and shall be final.

If the SCRTD proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced

funding, within thirty (30) days of receipt of the proposed amendment.

8. Effective Date and Term.

This Contract is effective when fully executed by all parties. The first day of service is July 1, 2016. The Term of this Contract is five years from the effective date unless terminated as allowed by Section 9, "Termination", or Section 7, "Appropriations", of this Contract. The agency reserves the right to renew the Contract on an annual basis, not to exceed a total of three renewals, by mutual agreement.

9. Termination.

The SCRTD may terminate this Contract by giving thirty (30) days written notice to the Contractor. Upon receipt of the "Notice of Cancellation," the Contractor shall immediately suspend any further work unless otherwise directed by the SCRTD in writing. By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination of this Contract. However, neither party shall have any obligation to perform services or make payment for services rendered after such termination date.

Either party may terminate the Contract for cause based upon any material breach of this Contract 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 Contract effectively immediately. The non-breaching party shall retain any and all other remedies available to it under law.

Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the SCRTD; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Contract is terminated pursuant to the terms of this Contract.

Immediately upon receipt by either the SCRTD or the Contractor of notice of termination of this Contract, the Contractor shall: (i) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without written approval of the SCRTD; (ii) comply with all directives issued by the SCRTD in the notice of termination as to the performance of work under this Contract; and (iii) take such action as the SCRTD shall direct for the protection, preservation, retention or transfer of all property titled to the SCRTD and records generated under this Contract.

10. Remedies.

In the event of a breach of contract, the Contractor's sole remedy is specific performance

on the part of the SCRTD. The SCRTD retains the right to impose liquidated damages, to sue for breach of contract or to compel specific performance. Election of one remedy does not exclude the election of any other remedy the SCRTD deems appropriate. The SCRTD's remedies are cumulative, not exclusive.

11. Dispute Resolution.

- a. Except as otherwise provided in this Contract, any dispute arising hereunder concerning a question of fact that is not disposed of by Contract shall be decided by the SCRTD. Contractor will be notified of the decision in writing. To the extent allowable by law, any such decision shall be final, conclusive, and not subject to judicial review unless shown to be fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.
- b. This Article does not preclude judicial consideration of questions of law. Nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.
- c. All costs, expenses and attorney fees incurred by the Contractor in connection with any appeal, suit or claim regarding a dispute that is brought by the Contractor shall be paid by the Contractor.
- d. The duties, obligations, rights, and remedies provided by the Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- e. Unless otherwise directed by the SCRTD, the Contractor shall continue performance under this contract while matters in dispute are being resolved.

12. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the SCRTD and are not employees of the SCRTD or the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the SCRTD as a result of this Contract.

The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax.

The Contractor agrees not to purport to bind the SCRTD unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. Permits and Licenses.

Contractor warrants, covenants and represents that the Contractor is properly organized under the laws of the State of New Mexico, and is in good standing to do business in the State of New Mexico. The Contractor shall procure all permits and licenses as required by law and pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful prosecution of the work. This provision may include licensing and permitting within the State of Texas in the event that transit service from the District

extends beyond the State of New Mexico border.

14. Subcontracting.

The Contractor shall not subcontract any portion of revenue hours of service to be performed under this Contract without prior written approval of the SCRTD. The Permission to Subcontract Request Form is attached as Exhibit 2. No such subcontract shall relieve the Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the SCRTD. To the fullest extent permitted by law, the Contractor shall require the subcontractor to defend, indemnify and hold harmless the SCRTD from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the breach of this Contract, including but not limited to breach of contract, unfair business practices, antitrust, RICO, and fraud, or performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract.

15. Assignment.

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or that become due under this Contract without prior written approval of the SCRTD.

16. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the state. The SCRTD shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the SCRTD to recover excessive or illegal payments.

In accordance with 49 C.F.R. 633.17, Contractor agrees to provide the SCRTD, the State of New Mexico, the U.S. Department of Transportation (USDOT) and/or the U.S. Comptroller General or their authorized representatives access to the Contractor's records and sites pertaining to the Service. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Access to the Contractor's records is for the purposes of conducting an audit and inspection.

17. Indemnification.

The Contractor shall defend, indemnify and hold harmless the SCRTD from all actions, proceeding, claims demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the breach of this Contract

including but not limited to breach of contract, unfair business practices, antitrust, RICO, fraud for performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract.

The Contractor's indemnification obligation under this Contract shall not be limited by the existence of any insurance policy or by limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor, and shall survive the termination of this Contract. Money due or to become due to the Contractor under this Contract may be retained by the SCRTD, as necessary, to satisfy any outstanding claim that the SCRTD may have against the contractor.

The liability of SCRTD to the Contractor or a third party beneficiary under this Contract, in any action or proceeding arising out of the performance or breach of this Contract, is limited to paying any amounts due under this Contract. The SCRTD will be liable in tort only to the extent permitted by law and only to the extent it is responsible for the claimant's loss.

18. Insurance and Workers Compensation.

The Contractor shall procure and maintain for the duration of the Contract insurance and annually provide a certificate of insurance as detailed below:

- a. Workers Compensation as required by state laws and rules. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the SCRTD.
- b. Employers Liability with limits of at least \$1,000,000 per occurrence.
- c. General Liability, including bodily injury, property damage, personal/advertising injury and products/completed operation, with limits of liability of at least \$2,000,000 per occurrence and \$4,000,000 aggregate; excess coverage of at least \$4,000,000.
- d. Automobile Liability for all vehicles used in the performance of this Contract for bodily injury and property damage. Limits of liability should be a combined single limit of \$5,000,000 for each accident and excess coverage of at least \$5,000,000 per occurrence.
- e. Name SCRTD, its officers, officials and employees as Additional Insureds under the General Liability and Auto Liability policies. Additional Insured coverage shall be primary over any other valid insurance.
- f. A certificate of insurance **must** be provided to the SCRTD annually on July 1, which states that additional insured coverage is primary over any other valid insurance.

19. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the SCRTD.

20. The Product of Service; Copyright.

All written materials developed or acquired by the Contractor under this Contract shall become the property of the SCRTD and shall be delivered to the SCRTD no later than the termination date of this Contract. Nothing developed or produced in, whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. However, it is understood that some of the materials utilized in this project have previously been copyrighted by the Contractor.

21. Advertising.

The Contractor shall comply with the SCRTD Advertising Standard.

22. Equal Opportunity, Civil Rights Laws, and Regulations Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity, including the New Mexico Human Rights Act, Section 28-1-1 et seq. NMSA 1878. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

The SCRTD and Contractor further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990; federal transit laws at 49 U.S.C. Section 5332; the Civil Rights Restoration Act of 1987; and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations, 41 C.F.R. Parts 60 et seq.

23. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal funding, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 on the Contractor, to the extent the federal government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal funding assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

24. Conflict of Interest; Governmental Conduct Act

The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

The Contractor shall comply with any applicable provision of the New Mexico Governmental Conduct Act, Section 10-16-1 et seq. NMSA 1978, the New Mexico Financial Disclosure Act, Section 10-16A-1 et seq. NMSA 1978, and the campaign disclosure provision of the Procurement Code, Section 13-1-191.1 NMSA 1978. The Contractor has completed a Campaign Contributions Disclosure Form which is attached to this Contract as Exhibit 3.

25. Lobbying.

None of the funds under this Contract will be used for any activity specifically designed to urge or influence a federal, state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any federal, state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception.

The Contractor and any of its subcontractors shall certify that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting

to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. §1352. The Contractor and any its subcontractors shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. §1352. The Certification Regarding Lobbying form is attached as Exhibit 4.

26. Suspension and Debarment.

This Contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Contractor is required to verify that the Contractor, its principals, as defined at 49 CFR Part 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. Parts 29.940 and 29.945.

The Contractor is required to comply with 49 C.F.R. Part 29, Subpart C and **must** include the requirement to comply with 49 C.F.R. Part 29, Subpart C in any lower tier covered transaction it enters into. By signing this Contract the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the NMDOT. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the NMDOT, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 C.F.R Part 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Disadvantaged Business Enterprise (DBE) Program.

Contractor **must** meet applicable DBE requirements when federal funds are used in whole or in part to finance procurements of and contracts for applicable products and services. To that end, Contractor **must** sign and comply with the provisions of the Disadvantaged Business Enterprise Race-Neutral Implementation Contract for Federal Transit Administration Contractors (Implementation Contract). The Implementation Contract (attached and incorporated as Certification 2), is incorporated and embodied into this financial assistance CONTRACT and becomes a material part thereof.

28. New Mexico Employees Health Coverage.

If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this Contract, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and

offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the state exceed \$250,000 dollars.

Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

Contractor agrees to advise all employees of the availability of state publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

29. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has two hundred fifty (250) or more employees contractor **must** complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, the Contract Manager, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and

if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Contract.

30. Incorporation of Federal Transit Administration Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4220.1F, and 9040.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SCRTD request, which would cause the SCRTD to be in violation of FTA terms and conditions.

31. No Federal Government Obligation to Third Parties.

The SCRTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the SCRTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

32. Contract Work Hours & Safety Standards Act.

The Contractor **must** comply with Federal laws and regulations providing wage and hour protections for non-construction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

33. Drug and Alcohol Testing.

The Contractor will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655; produce documentation necessary to establish its compliance; permit authorized representatives of the U.S. DOT or the NMDOT to inspect the facilities and records associated with the drug and alcohol testing program; and review the testing process. The Contractor agrees to submit the Management Information System (MIS) report annually as requested to the SCRTD's Transit Administration at 300 W. Lohman, Las Cruces, NM 88001. The Contractor agrees further to submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program.

In addition, the Contractor agrees to participate on SCRTD's behalf in a regional consortium.

34. Charter Bus Requirements.

The Sub-grantee agrees to comply with 49 U.S.C. §5323(d) and 49 C.F.R. Part 604, which provides that recipients and sub recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions must be "incidental." (For example, it must not interfere with or detract from the provision of mass transportation).

35. School Bus Requirements.

Pursuant to 49 U.S.C. §5323(f) and 49 C.F.R. Part 605, recipients and sub recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

36. Transit Employee Protective Arrangements.

Contractor agrees to protect transit employees pursuant to Section 5333(b) of Title 49 U.S. Code (formerly Section 13(c) of the Federal Transit Act). The Contractor shall provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, continuation of collective bargaining rights, protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs.

37. Energy Conservation.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

38. Clean Water.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the NMDOT and understands and agrees that the NMDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate US Environmental Protection Agency (EPA) Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

39. Clean Air.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the NMDOT and understands and agrees that the SCRTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

40. Release.

Final payment of the amounts due under this Contract shall operate as a release of the SCRTD, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract.

41. Applicable Law, Federal Changes, and Venue.

This Contract is governed by the laws of the United States of America, including but not limited to the regulations, policies, procedures and directives of the USDOT, and the laws of State of New Mexico and interpreted in accordance with New Mexico Law. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (From FTA MA (19) dated October 1, 2012) between the SCRTD and FTA. The Contractor shall make as part of this Agreement between the SCRTD and the Contractor the assurances and warranties which were signed as part of the grant award.

Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. The parties agree to exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from this Contract which cannot be resolved informally and each party waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over that party. It is expressly understood and recognized by the parties that the venue for litigation of issue, claims, or all other judicial matters arising or resulting from this MOA shall be in the Dona Ana District Court.

42. Penalties for Violation of Law.

The laws of the United States and the State of New Mexico Procurement Code, including regulations and policies, impose civil and criminal penalties for its violation. Violation of federal laws and regulations could result with the loss of federal funds as well as penalties under 18 U.S.C. Section 1001. The New Mexico Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

43. Force Majeure.

Neither party shall be liable in damages or have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export of other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

44. Invalid Term or Condition.

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

45. Waiver.

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

46. Notices.

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, certified, return receipt requested, as follows:

To the SCRTD:

David Armijo, Executive Director
South Central Regional Transit District
Administration, MVITT, Suite 115
P.O. Box 20000
Las Cruces, NM 88004

To the Contractor:

STS of New Mexico, LLC
533 N 17th Street
Las Cruces, NM 88005
jack@allaboardamerica.com

47. Scope of the Contract.

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

48. Construction.

In constructing this Contract, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Contract. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. This Contract shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if all parties had prepared it.

49. Authority.

Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

50. Execution in Counterpart.

Execution in Counterpart will not be accepted.

51. Amendment.

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

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

South Central Regional Transit District

By: _____ Date: _____
Wayne Hancock, Chairman

STS OF NEW MEXICO LLC

By: _____ Date: _____
Jack D. Wigley, Partner

Approved as to form and legal sufficiency by the South Central Council of Governments.

By: _____ Date: _____
Jay Armijo, Executive Director

This Agreement has been approved by the SCCOG Purchasing Agent.

By: _____ Date: _____
Katherine Gervasio
New Mexico State Purchasing Agent

EXHIBIT 1: OPERATIONS PLAN
TO BE PROVIDED BY THE CONTRACTOR
Contractors Bid Proposal
Volume One & Appendices

EXHIBIT 2

Transportation Management Services

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

THIS FORM MUST BE INCLUDED IN THE CONTRACT AND MUST BE FILED BY THE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form **must** be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor **must** disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a Small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:	_____
Relation to Prospective Contractor:	_____
Date Contribution(s) Made:	_____ _____
Amount(s) of Contribution(s)	_____ _____
Nature of Contribution(s)	_____ _____

2 OF 3

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

3 OF 3

EXHIBIT 3

CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

[Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

South Central Regional Transit District

Resolution Number: 2016-__

A Resolution Authorizing Budgetary Adjustments and Revisions

WHEREAS, the South Central Regional Transit District Board of Directors met in a meeting Wednesday, June 22, 2016 in the Dona Ana County Government Center, 845 N. Motel Blvd., Las Cruces, N.M.; and,

WHEREAS, the South Central Regional Transit District determines it necessary to authorize budgetary adjustments and revisions as summarized in the attached sheet; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Central Regional Transit District does hereby approve the budget adjustments and revisions and authorizes the fiscal agent to make the revisions.

ADOPTED AND APPROVED THE 22nd DAY OF June, 2016.

Wayne Hancock, Chair

ATTEST:

David Armijo, Executive Director

South Central Regional Transit District
FY 15-16 EXPENDITURES as of 05.31.16

Descriptions	Budget	Revision Request Increase/ (Decrease)	Y-T-D	%	Remaining
<i>Personnel Services</i>					
Salaries	102,488.38	2,500.00	86,594.81	84%	15,893.57
<i>Employee Benefits</i>					
FICA/Medicare Tax	7,840.36	500.00	6,565.58	84%	1,274.78
WC/SUTA	6,149.30	1,000.00	4,318.91	29%	1,830.39
Workers' Comp Insurance	14,664.00	(1,500.00)	4,690.19	13%	9,973.81
Health Insurance	35,773.92	(2,500.00)	11,109.95	31%	24,663.97
Retirement - PERA	7,584.14		5,950.58	78%	1,633.56
<i>Travel</i>					
Travel - Reimbursement	4,500.00		2,781.29	62%	1,718.71
FUEL	23,400.00	-	14,453.57	62%	8,946.43
Maintance on Vehicles	24,000.00	-	9,732.64	41%	14,267.36
<i>Supplies</i>					
Supplies	7,500.00	2,300.00	7,300.52	97%	199.48
<i>Insurances</i>					
General Liability	3,000.00		1,003.00	33%	1,997.00
Automobile Insurance	39,230.00		16,461.37	42%	22,768.63
D&O Insurance	2,376.00		2,376.00	100%	0.00
<i>Contractual Services</i>					
Professional Fees/Audit	-		-	0%	0.00
Legal Fees	1,500.00		48.74	3%	1,451.26
Contract Services			-		
SCCOG	120,000.00		44,715.31	37%	75,284.69
Las Cruces Transport	60,000.00		48,740.70	81%	11,259.30
Zia Therapy	10,000.00		5,833.31	58%	4,997.69
<i>Operating Cost</i>					
Advertisements	1,000.00		275.16	28%	724.84
Conf/Seminars/Training	1,300.00		1,299.72	100%	0.28
Postage	90.00		-	0%	90.00
Office Equipment	780.00	(780.00)	-	0%	780.00
Asset Management	700.00	(700.00)	-	0%	700.00
Telephone	4,500.00	(820.00)	1,647.30	37%	2,852.70
Reserve	24,000.00		-	0%	24,000.00
<i>Capital Outlay</i>					
14-2110 Capital Outlay	463,975.00	-	463,975.00	100%	0.00
Total Expenses	\$ 966,351.10	\$ -	739,873.65	77%	227,308.45

FY 15-16 REVENUE**South Central Regional Transit District**

Support & Revenue	Revenue	Revision Request Increase/ (Decrease)	Y-T-D Received PMT	% Y_T_D	Remaining Balance
Membership Dues					
CITY OF LAS CRUCES	\$ 48,809.00		\$ 48,809.00	100%	\$ -
DONA ANA COUNTY	\$ 42,158.00		\$ 42,158.00	100%	\$ -
SUNLAND PARK	\$ 7,053.00		\$ 7,053.00	100%	\$ -
TOWN OF MESILLA	\$ 1,098.00		\$ 1,098.00	100%	\$ -
VILLAGE OF HATCH	\$ 824.00		\$ -	0%	\$ 824.00
CITY OF ELEPHANT BUTTE	\$ 715.00		\$ 715.00	100%	\$ -
CITY OF TRUTH OR CONSEQ (WVD)	\$ -	-	\$ -	0%	\$ -
TOWN OF WILLIAMSBURG (WVD)	\$ -	-	\$ -	0%	\$ -
					\$ -
14-2110 Capital Outlay	\$ 440,000.00		\$ 440,000.00	100%	\$ -
Dona Ana County GRT	264,748.00	-	264,748.00	100%	\$ -
Bus Fares	388.00		388.00	100%	\$ -
Advertisement Revenue	13,070.00		13,070.00	100%	\$ -
TOTAL REVENUES	\$ 818,863.00	\$ -	\$ 818,039.00	100%	\$ 824.00

South Central Regional Transit District

Resolution Number: 2016-__

A Resolution Approving the Fiscal Year 2017 Budget

WHEREAS, the South Central Regional Transit District Board of Directors met in a meeting Wednesday, June 22, 2016 at the Dona Ana County Government Center, 845 N. Motel Blvd., Las Cruces, N.M.; and,

WHEREAS, the South Central Regional Transit District determines it necessary to approve the Fiscal Year 2017 Budget as summarized in the attached sheet; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Central Regional Transit District does hereby approve the Fiscal Year 2017.

ADOPTED AND APPROVED THE 22nd DAY OF June, 2016.

Wayne Hancock, Chair

ATTEST:

David Armijo, Executive Director

FY 2017 Budget

July 16 - June 17

ADMINISTRATION	Monthly	Annual
Manager Salary	\$ 7,687.50	\$ 92,250.00
Manager Benefits	\$ 2,126.52	\$ 25,518.24
Organization & Mgmt. Liability	\$ 198.00	\$ 2,376.00
COG Contract	\$ 13,333.33	\$ 160,000.00
Administration Subtotal	\$ 23,345.35	\$ 280,144.24

OPERATIONS

Transportation Management	\$ 11,500.00	\$ 166,000.00
Drivers Payroll	\$ 10,768.00	\$ 129,220.00
FICA	\$ 1,196.00	\$ 14,357.00
PERA Retirement	\$ 1,032.00	\$ 12,391.00
Health Insurance	\$ 10,000.00	\$ 120,000.00
Unemployment Comp	\$ 1,107.35	\$ 13,288.20
Uniforms	\$ 1,200.00	\$ 1,200.00
Physicals	\$ 45.00	\$ 540.00
Fuel	\$ 4,680.00	\$ 56,160.00
Operator Phones	\$ 550.00	\$ 6,600.00
Asset Management	\$ 100.00	\$ 1,200.00
Fleet Maintenance	\$ 2,000.00	\$ 24,000.00
Workers Comp Insurance	\$ 1,222.00	\$ 14,664.00
Vehicle Insurance	\$ 3,270.00	\$ 39,230.00
Internet Subscription	\$ 40.00	\$ 480.00
Shop Supplies	\$ 125.00	\$ 1,500.00
Office Supplies	\$ 30.00	\$ 360.00
Office Equipment	\$ 65.00	\$ 780.00
Vehicle Repair	\$ 2,000.00	\$ 24,000.00
Financial Audit Costs	\$ 9,000.00	\$ 9,000.00
Capital Assets	\$ 65,000.00	\$ 65,000.00
Operations Subtotal Annual	\$ 124,930.35	\$ 699,970.20
FY 2017 Cost		\$ 980,114.44

Notes:

STS Contract Service includes Vehicle Maint

Zia Trans Contract 12 month

COG contract 12 months

Fuel Based on 6 MPG @1.60 no taxes

Driver Benefits at 70% of Payroll

Fuel Based on 6 MPG @1.60 no taxes

Drivers Benefits deferred 1st 90 days

QA = Verizon Fleet Management