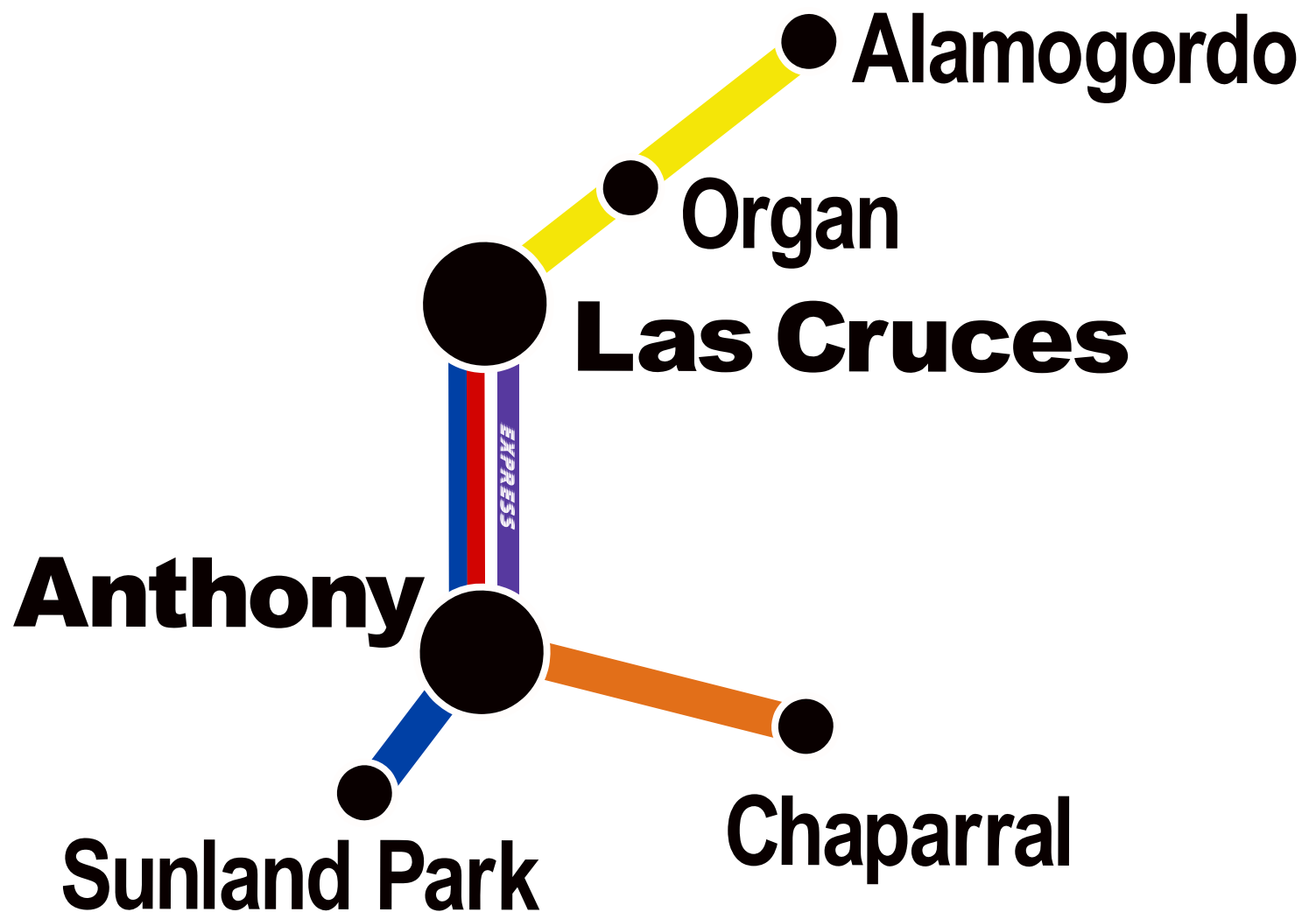




SPECIAL BOARD
MEETING Agenda for
11/18/15

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Changes to Agenda
5. Minutes from Last meeting
6. Treasurers Report
7. Public Input
8. Advisory Committee Input
 - a. LC RoadRunner - Mike Bartholomew
 - b. Empowerment Congress - ?
9. Presentations
 - a. Mesilla Valley MPO – Tom Murphy
 - b. HIA Project – William Hargrove / Michelle del Rio
 - c. Commuter Rail - Scott Bernstein
10. Discussion Items
 - a. Routes – Ernie Harp
 - b. Buses – Wayne Hancock
11. Action Items
 - a. Don Templeton Advertising – Wayne Hancock
 - b. SCCOG Fiscal Agent Contract – Jay Armijo
 - c. City of Las Cruces Office MOU – Mike Bartholomew
 - d. Z-Trans Contract – Tom Harden
12. Closed Session to discuss Personnel Matters – To review the recommendation of the Executive Director Review Committee and possibly select an Executive Director or Interim Executive Director for the SCRTD and establish Contract negotiations parameters' as prescribed in the NM Open Meetings Act NMSA 1978, §10-15-1(J)
13. Action Items
 - a. Resolution Directing the Chair to Negotiate a Contract with the Selected Executive Director
14. Board Comments
15. Adjournment

REGIONAL TRANSIT



- b. Roadrunner Transit Report—Mike Bartholomew, City of Las Cruces Roadrunner Transit, updated the members with the project they currently have underway with the MVMPO which includes the development of a new service plan that will be presented to the City Council within the next month.
 - i. Mayor Barraza expressed a concern to the representatives of Roadrunner Transit stating that the residents of the Town of Mesilla are not treated very well when they call in for “Dial a Ride” and she would like to sit with someone from that organization to discuss the issue with them.
 - ii. Sharon Thomas expressed her excitement regarding the placement of the stops being located near grocery stores and call centers.
 - iii. Charles Clements wanted an update on a previous conversation regarding the fares and passes and their coinciding with the already existing transportation services provided through Roadrunner Transit; he was informed by Chair Hancock that those topics are still in discussion.
- c. Additional Stops HIA Recommendations— Sharon Thomas gave a brief overview of the Health Impact Analysis grant received by UTEP, NMSU, and other local agencies. They have conducted surveys of 1,000 people regarding stops and the impacts of health and the transit services provided. They will be presenting their findings to the group once their analyses are complete. Ernie Harp also informed the members that Greg White has been working on the schedules and the stops for the upcoming routes, recently turning in a final product. His only comment was that every stop listed was in the original pilot program and when things are added, others are squeezed out, and the issue of timing is a concern. Chair Hancock mentioned the importance of the HIA in that it will provide a baseline going into operations, at which point there will be an additional study done by the group after services have begun giving a lot of information regarding the effectiveness of the services provided by the SCRTD and the impact we are having on health and education within the community. Mayor Barraza asked if there was a current map available for the routes, he advised her that they were located on the SCRTD website, but that he would also provide the members with a copy.
- d. Busses Update—There was a problem getting the digital signs for the front of the busses. The details are worked out. The busses have started to arrive in Albuquerque, and will all be arrived by October 16th. The signage (e.g., logos, phone #s, web address, maps) will be the last to go on.

Per§10-15-1-H, in accordance with the Open Meetings Act, NMSA 1978, A motion to enter closed session to discuss Contract Negotiations with Dona Ana County to become Fiscal Agent and Contract negotiations with Las Cruces Shuttle for Temporary Operation Services, pursuant to the Open Meetings Act, was made by Member Smith and seconded by member Barraza . A roll call vote was taken to enter closed session at

Roll Call:

Wayne Hancock—Yes
Javier Perea—Yes
Greg Smith—Yes
Nora Barraza—Yes
Majorie Powey—Yes
Gerald LaFont—Yes

Per§10-15-1-H a declaration was made by Chair Hancock noting that nothing was discussed in the closed session other than the Contract Negotiations with Dona Ana County to become Fiscal Agent and Contract negotiations with Las Cruces Shuttle for Temporary Operation.

VIII. Action Items:

- a. Resolution to Approve Temporary Services Contract with Las Cruces Shuttle and Delegate Signature Authority to the Chair. *Member Barraza made a motion to approve the Temporary Services Contract with Las Cruces Shuttle Member Perea Seconded. Motion Carried Unanimously.*
- b. Resolution to Approve Fiscal Agent Agreement with Doña Ana County and Delegate Signature Authority to the Chair —Regarding this agreement, a presentation is requested by Doña Ana County for the members, in order to meet certain criteria as defined in closed session. *Member Barraza made a motion to postpone the resolution until more information can be obtained from Doña Ana County, Mayor Nora Barraza Seconded. Motion Carried Unanimously.*
- c. Approval of Executive Director Job Description—It was recommend by the members to change the initial required years of experience from ten (10) to five (5) years of experience. All members present were in favor. Chair Hancock will make those changes to the job description and present the draft to the members. *Mayor Nora Barraza made a motion to accept Sierra County's request to withdrawal from the SCRTD, Member Smith Seconded. Motion Carried Unanimously.*

IX. Comments

- a. **SCRTD Board:** Having received a letter from the City of Truth or Consequences requesting a waiver of membership fees until services can be made available in their area, Member Barraza requested that it be placed as an action item on the next meeting's agenda.
- b. **Public:** There were no comments from the public.

X. Adjournment: *Chairman Hancock called the meeting adjourned.*

Approved by:

Wayne D. Hancock, SCRTD Chairman

Date

MARKETING AGREEMENT

This Marketing Agreement (“**Agreement**”) is entered into this 18th day of November, 2015, between South Central Regional Transit District (“**SCRTD**”), and Don Templeton d/b/a Templeton Marketing Services, Inc. (“**Templeton**”), as follows:

1. Exclusive Rights; Type of Advertising Covered; Non-Competition. For the term of this Agreement, SCRTD grants Templeton exclusive rights to sell “**Exterior Vinyl Display**” on the fixed route buses used by SCRTD in its seven routes for service between towns in New Mexico and Arizona. This Agreement does not apply to any other vehicles owned or used by SCRTD or to any other type of advertising on or inside any buses owned or used by SCRTD. SCRTD agrees not to compete with Templeton in the sale of the Exterior Vinyl Display advertising that is the subject of this Agreement, for the duration of this Agreement.

2. Rate Schedule; Discounts. There are various locations for the Exterior Vinyl Display advertising on the SCRTD buses, and Templeton shall promptly develop and furnish to SCRTD a rate schedule with at least two different sizes and rates. Templeton shall use such rate schedule in its negotiations and agreements with advertisers. Templeton may offer commercially reasonable discounts from the rate schedule to advertisers, but any and all such discounts which exceed Twenty Percent (20.000%) must first be reviewed by SCRTD and shall be applicable only if approved by SCRTD in its discretion.

3. Contracts with Advertisers. Templeton shall contract with advertisers to pay for the set-up, preparation and removal amounts for the Exterior Vinyl Advertising, and for a monthly rental payment for the space on the applicable vehicle or vehicles, generally using a form rental agreement approved by SCRTD. Templeton shall promptly provide SCRTD with a true and correct copy of each rental agreement. Templeton shall promptly provide or otherwise pay for prompt set-up, preparation and removal of the Exterior Vinyl Advertising. In this regard to the rental of space on vehicles:

a. Term. The term of such rental agreements shall begin on the date on which the Exterior Vinyl Advertising is actually installed, and shall not exceed the remaining term of this Agreement or six (6) months, whichever is greater, unless the Post Date is postponed under the provisions of subparagraph (e), below, in which case the term of the rental agreement shall be extended in like amount.

b. Monthly Rental Payments.

(1) Post Date. The “**Post Date**” is the day of the month on which the Exterior Vinyl Advertising is actually installed, unless the Post Date is postponed under the provisions of subparagraph (e), below. If such installation occurs after the 28th day of the month, then the initial Post Date shall be 1st day of the following month, in order to insure that there is a Post Date in each month of the year.

(2) Monthly Rental Payments. Templeton shall bill the client for each monthly period on or before the Post Date. By way of example, without limitation, if the Post Date for a particular rental agreement were the 2nd day of the month, Templeton shall bill the client for that rental payment for October 2nd through November 1st on or before October 2nd. The rental payment shall be due to Templeton from the Advertiser within 30 days of the bill. There may be some exceptions with agencies and third party buyers.

c. Right to Terminate for Non-Payment. All rental agreements shall include a right to terminate for non-payment of the full amount due within thirty (60) days of the due date. SCRTD has the right to require the exercise of such right of termination by Templeton. All rental agreements shall provide that SCRTD can require the removal of the vinyl advertising, if the rental agreement is terminated for non-payment.

d. Right to Control Content. All rental agreements shall provide the following language:

(1) SCRTD has the right to review the design and content of the advertising prior to its display, and may decline any advertising that is not generally acceptable as being in good taste, or that it feels may adversely affect the SCRTD business. SCRTD also has the right to subsequently remove any advertising and terminate any rental agreement that should later develop to a nature that SCRTD believes in good faith could adversely affect the SCRTD business. As an example of the latter situation, without limitation, in the case of an otherwise benign advertisement displaying a corporate or trade name, if a public scandal evoking strong public sentiment were to become associated with that corporate or trade name that may possibly affect the desire of customers to ride in a vehicle displaying that advertisement, SCRTD would have the right to remove and terminate the advertising.

e. Bus Display.

(1) **Frequency and Application of Advertisements.** Each advertising client shall be advised of SCRTD buses. SCRTD agrees to display its advertisement on its buses and mini buses regularly used in its transportation on the schedule on file with the New Mexico Public Regulation Commission ("PRC"). SCRTD will allow placement of Exterior Vinyl Advertisements on its newest and most often used vehicles on a first-come availability basis.

(2) **Public Safety; State Regulation.** Each advertising agreement shall provide that nothing in that agreement shall require SCRTD to violate PRC regulation or good business practice, or to endanger public safety.

(3) **Temporary Lengthy Repairs or Service.** Each advertising agreement shall provide: If a bus is removed from rotation and service for a period longer than one week (7 days) for repairs or service, both the rental agreement Post Date and the term of the rental

agreement shall be extended by the number of days that the bus is out of service in excess of one week, in order to credit the client for the excess period.

(4) Permanent Removal from Service; Damage to the Advertising. Each advertising agreement shall provide: If a van is damaged or requires such great service that it is removed from service at the discretion of SCRTD, or if the subject Exterior Vinyl Advertisement is significantly defaced, damaged or destroyed, then SCRTD shall have the option, in its discretion, to: (a) replace the advertisement at its expense on an operating vehicle, and shall extend the both the rental agreement Post Date and the term of the rental agreement shall be extended by the number of days that the van is out of service in excess of one week, in order to credit the client for the excess period; or (b) remove and terminate the rental agreement. In the event that this paragraph is applicable and SCRTD exercises the latter option, then SCRTD shall refund to Templeton its share of that portion of the last rental payment that represents the prepaid portion of the month for which the bus was out of service, and Templeton share refund to its client that portion of the last rental payment that represents the prepaid portion of the month for which the bus was out of service.

f. Responsible Party. All rental contracts shall provide for the possibility of an early termination of this Agreement and the assumption of the rental agreement by SCRTD without termination, as provided in subparagraph 5(a), below.

4. Templeton's Payments to SCRTD. Templeton shall pay to SCRTD one half (50.000%) of the amount of each rental payment received, on or before the last day of the calendar month from previous month's billings. As an example, without limitation, one half of all billings in the calendar month of March shall be paid to SCRTD by April 30th. Unless exceptions with prior approval from SCRTD are made for additional time, ie two weeks later than due.

5. Term; Termination; Miscellaneous Provisions.

a. Term. The term of this Agreement shall be five years from the date of execution. This Agreement shall not be renewed after its expiration, except upon the subsequent written agreement of the parties.

b. Termination. This contract may be terminated at any time by either party on written notice, with or without cause. In the event of an early termination by either party: SCRTD shall immediately succeed to, and assume, Templeton's position on all rental agreements. Templeton shall promptly endorse, if necessary, any payments received after the date of termination, and promptly forward them to SCRTD. SCRTD shall pay Templeton half (50.000%) of each rental payment received under an existing rental agreement in the same manner as provided in paragraph 4 above, for the duration of the term of each existing rental agreement, or for the original five-year term of this Agreement, if the term of the existing rental

agreement expires before that date, and the advertising is renewed. Unless otherwise agreed, Templeton shall be responsible for the cost of removal of Exterior Vinyl Advertising in place prior to the termination of this Agreement.

c. **Work in Progress.** If Templeton has independently located a potential advertising customer, or has otherwise expended significant efforts in regard to a potential advertising customer, and such customer executes a rental agreement with SCRTD or its agent for Exterior Vinyl Advertising on SCRTD's vans within ninety (90) days after any early termination or expiration of this Agreement by SCRTD, then such rental agreement shall be treated for purposes of payments after termination as if it existed at the time of termination.

d. **Integrated Agreement.** This Agreement is integrated and supersedes any previous written or oral agreements between the parties.

e. **Miscellaneous.** New Mexico law applies to the interpretation and execution of this agreement. For purposes of interpretation, the implied warranties of good faith, fair dealing and right to benefit of the bargain are not rejected, but apply in full to this Agreement. This Agreement is negotiated and shall not be strictly construed against either party, but shall be interpreted to give as full effect as possible to the intent drawn from the express language of the parties in entering in good faith into a mutually desirable commercial undertaking.

Agreed, as of the date first set forth above,

Don Templeton d/b/a Templeton Marketing Services, Inc.

South Central Regional Transit District

By: _____
Wayne Hancock, Chair

FISCAL AGENT AGREEMENT
Between The
SOUTH CENTRAL COUNCIL OF GOVERNMENTS
And The
SOUTH CENTRAL REGIONAL TRANSIT DISTRICT

WHEREAS; the South Central Council of Governments hereinafter referred to as the "COG," The SCRTD has entered into that certain Intergovernmental Contract which has an effective date of September 21, 2006, (the "IGC").

The IGC established the SOUTH Central Regional Transit District hereinafter referred to as the "SCRTD" which is to be responsible for the planning operation, construction, maintenance, repair, replacement, expansion, and closure of regional public transit services (hereinafter "Services").

The SCRTD is responsible "to finance, construct, operate, maintain, and promote an efficient, sustainable, and regional multi-modal transportation system at any location or locations subject to compliance with the Act (Regional Transit District Act)" pursuant to Article 2, Section 2 of the IGC.

The SCRTD is without the present ability to perform some of the essential fiscal duties required for effective operation of its services.

The COG has the ability to perform some or all of the fiscal duties required for effective operation of SCRTD services.

NOW THEREFORE; In consideration of the foregoing, the following, and other good and valuable consideration, the receipt of which is hereby acknowledged; the COG and the SCRTD enter into and agree to this Fiscal Agent Agreement effective on the r 18th day of November, 2015 (the "Agreement").

1. SCOPE OF SERVICES BY COG AS AGENT FOR THE SCRTD.

- A. The COG shall be the fiscal agent for the SCRTD. The COG shall serve in this capacity until such time as the SCRTD Board of Directors or the COG shall take formal action terminating this Agreement. The duties of the COG shall be those listed in subsection C. of this Section and shall be performed by the COG unless the Board of Directors or the COG make provisions for the services to be otherwise performed or until such time as the services are rendered redundant. Subsection C. specified related duties that are to be performed by the SCRTD.
- B. The SCRTD may take over certain of the functions listed in subsection C. herein upon the recommendation of the Board of Directors or by way of a written amendment to this Agreement but in no event shall the SCRTD be permitted to assume any obligations or duties which would be in contravention of the IGC, this Agreement or any applicable law.
- C. The duties of the COG as fiscal agent shall include, but are not limited to the following:
 - 1. Maintain fiscal records in accordance with generally accepted accounting principles and procedures.

2. Establish a uniform system of accounts, consistent with the current COG account structures with additional accounts, as necessary.
3. Set up a separate enterprise-type fund in which all receipts, payments, disbursements, payroll and all other financial records and adjustments are recorded and maintained separately, but within the COG's general ledger system.
4. Receive and record cash deposits made by the SCRTD in compliance with applicable state statutes. If payments are received by the COG, the COG will deposit the funds with copies of the check and deposit slip sent to the SCRTD for its records.
5. Provide accountability of all disbursements, ensuring they are valid and accurate comply with federal, state, and local laws. The COG will contact the SCRTD if a disbursement is in question for correction or additional information. Disbursements will be based on policies and procedures adopted by the SCRTD Board. COG policies will be followed unless different policies are formally adopted by the SCRTD Board. It is recognized that the SCRTD had adopted its own procurement regulations.
6. Record accounts receivables in total in general ledger fund based on the SCRTD's billings, receipts and subsidiary ledgers on individual accounts on a monthly basis. SCRTD will be responsible for collection of receivables.
7. Ensure the general ledger reconciles to the subsidiary, although the SCRTD will be responsible for submitting reports that are balanced as to billing amounts, payments made, and unpaid balances at the end of each

fiscal-year.

8. Provide trial balance on a monthly basis, or as requested. Provide any other financial information or records, upon request.
9. Prepare financial statements (balance sheet, revenues and expenses, and cash flow) showing the assets, liabilities, revenues, expenses, equity balances, and budget comparisons for the SCRTD fund on an annual basis for the year end closing of the SCRTD's fiscal year.
10. Ensure the SCRTD annual financial statements are reported appropriately in the SCRTD's Comprehensive Annual Financial Report, working with the SCRTD's independent auditing firm. The SCRTD shall separately procure, contract and pay the audit services.
11. Review bids and requests for proposals (RFP's), place advertisement, prepare bid or RFP packet, receive submittals, review submittals and send responsive submittals to SCRTD director, and participate in selection committees. The SCRTD is responsible for the preparation of the specifications and scope of services, sending out packet to prospective bidders/proponents, preparing contracts as needed and forwarding the memo of recommendation to the SCRTD Board. The SCRTD's procurements are subject to the provision of the New Mexico Procurement Code and any policies rules which the SCRTD is authorized to adopt.
12. Pay all bond payments and other obligations and expenses timely as approved by the SCRTD director and/or the SCRTD Board of Directors. Although this service is to be provided using standard COG forms and checks, it is understood that the checks and payments issued hereunder are

issued on behalf of the SCRTD not the COG. The COG will include arbitrage analysis with its contract although the SCRTD is liable for any funds owed and the cost of analysis. The SCRTD shall, prior to disbursement of any standard COG form or check used for such purposes, affix a legend on the face of such form or check that indicates that the form used or check issued by the COG is in the COG's capacity as fiscal agent for the SCRTD. The wording of the legend shall be approved by the COG.

13. Assist with reviewing job descriptions and ranges, advertise positions, evaluate qualifications of applicants, prepare interview list for SCRTD director, and other personnel functions, according to the COG's policies and procedures as adopted and amended by the SCRTD Board. Clearly indicate that employer is the SCRTD, not the COG. Maintain position records for SCRTD employees, as for other COG employees. Provide advice on employee issues. SCRTD employees may participate in in-house COG training, if room allows.
14. Enter and maintain all personnel and payroll records, withholding deposits and other information. The COG shall issue bi-weekly payroll checks. Comply with all state and federal reporting and payment requirements. Payment of payroll shall be performed using existing COG software programs. The SCRTD must review all proposed payroll changes with COG to receive approval of proposed changes (i.e. special deductions, etc.). No special software accommodations for changes will be provided. Although these services are to be provided using standard COG forms and

checks, it is understood that the checks and payments issued hereunder are issued on behalf of the SCRTD not the COG. The SCRTD shall, prior to disbursement of any standard COG form or check used for such purposes, affix a legend on the face of such form or check that indicates that the form used or check issued by the COG is in the COG's capacity as fiscal agent for the SCRTD. The wording of the legend shall be approved by the COG.

15. Include the SCRTD and its employees in programs as provided for other COG departments for general liability, errors and omissions, workers' compensation, and employee and retiree medical and dental plans. No special accommodations for changes in coverage will be provided. If coverage is denied by the COG's carrier (i.e. untimely reporting by the SCRTD, negligence by the SCRTD, claim for which there is not coverage, etc.) after reasonable efforts by the COG commensurate with the effort that would be expended for other COG departments, the SCRTD will have to cover the costs over the deductible. The COG may acquire special coverage's for the SCRTD through its brokers or providers. That cost shall be covered by the SCRTD. The SCRTD shall provide prudent reasonable management to protect the COG from liability or the COG will have grounds to send notification that the COG can no longer provide coverage's.
16. Process requisitions and purchase orders submitted by the SCRTD ensuring through reasonable review and efforts that SCRTD procurements, comply with t State of New Mexico statutes, COG .policies

and board policies, and that records are maintained on procurements in compliance with COG records requirements and state law. SCRTD will be notified of any processing problems or anticipated delays. In the event of COG questions or concerns, the SCRTD must make corrections or provide additional information as requested on procurements before processing will continue. Although these services are to be provided using standard COG forms and checks, it is understood that the bids, RFP's, checks and payments issued hereunder are issued on behalf of the SCRTD not the COG. The SCRTD shall, prior to disbursement of any standard COG form or check used for such purposes, affix a legend on the face of such form or check that indicates that the form used or check issued by the COG is in the COG's capacity as fiscal agent for the SCRTD. The wording of the legend shall be approved by the COG.

17. Provide budget forms to SCRTD for annual and midyear budget preparations reviews for SCRTD to pick-up. SCRTD shall comply with COG's regular budget cycles and comply with procedures and submittal deadlines established by the COG. COG shall enter budget information into general ledger system. SCRTD shall submit any additional proposed budget increases to the COG. SCRTD shall coordinate budgetary activities and information with its funding sources as needed in order to ensure that all needed budgetary information for approval of the annual budget and for any additional proposed budget increases. Budget adjustments under \$2,500 shall be on the COG form. The SCRTD Board may approve budget adjustments over \$2,500; minutes and the COG form

shall be forwarded to the COG so the adjustments may be entered.

18. Review rate analysis, as to estimated revenues, debt service, capital expenditures, and operating expenses, although the SCRTD is ultimately responsible for all calculations and amounts.
19. Invest excess funds not required for current operations in accordance with applicable state statutes and COG policies. Interest will be distributed to all SCRTD funds as is to all COG funds. Although these investments shall be made in the name of the COG, it is understood that all funds so invested and interest earnings distributed are SCRTD funds and are invested on behalf of the SCRTD
20. Provide cash management analysis and review to ensure cash availability to cover cash payments and provide notice to the SCRTD of any deficits or potential shortfalls, although the SCRTD is ultimately responsible for all deficits or potential shortfalls.
21. Record fixed assets inventory to appropriate general ledger amounts and run depreciation through the COG's current programs for financial purposes. Prepare year-end fixed asset schedules. SCRTD shall conduct an annual physical fixed asset schedule every June based on lists provided by the COG and shall provide the adjustments, if any, to the COG.
22. Make available warehouse supplies, as requisitioned with appropriate chargebacks made to the SCRTD as for other COG departments.
23. Assistance from internal auditor, as requested, if time allows.
24. SCRTD will complete financial assurances, and report as required by state regulations. A subsidiary account will be maintained by the COG for

closure/post closure financial assurances.

25. General legal assistance (i.e. review of contracts or questions answered, etc.) may be provided. Legal assistance on specific cases or projects shall be contracted by the SCRTD separately.

D. The following services upon SCRTD request may be provided at cost by the COG at the COG's discretion and depending upon the availability of resources:

1. Computer repair and system maintenance
2. Graphics, or duplicating on an as needed basis.

E. Services shall be provided in a timely manner consistent with the services provided to other COG departments and overall operations. If an unusual delay is anticipated in any of the services, the SCRTD director shall be notified in a timely manner.

II. COMPENSATION

A. Services not explicitly required of the COG pursuant to this Agreement but which the COG undertakes in its capacity as Fiscal Agent which would include services of the COG Finance Director and other COG administrative staff may be charged to the SCRTD.

B. The COG shall be compensated in the first twelve (12) months of this Agreement at the rate of \$160,000.00 annually. In subsequent years, the COG shall be compensated for services rendered to the SCRTD based upon a reasonable method of calculation which as nearly as possible approximates the COG's actual

expenses such as actual costs, set rates, or percentage of costs for services. These calculations shall be made in a manner similar to the manner in which the COG allocates costs for general fund services to its enterprise funds. The methods of calculating these charges for the SCRTD may be amended due to the unique functions and characteristic of the SCRTD. The calculation will be done in writing and provided for review to the SCRTD director.

- C.. In the event that the SCRTD takes over certain of the functions assumed by the COG in this agreement the charges will be pro-rated for the fiscal year in which the SCRTD performs the services otherwise to be performed by the COG.

III. TERM

This Agreement shall be in effect for a term beginning November 18th, 2015 and ending on December 31, 2016. This Agreement may be renewed by a written letter of agreement signed by the executive officers of the COG, and the SCRTD Board of Directors and stating the term of any renewal. This Agreement shall automatically terminate in the event and at the time that the SCRTD is terminate pursuant to section 7.02 of the IGC. This Agreement may also be terminated pursuant to Section 4, infra.

IV. TERMINATION

This Agreement may be terminated by either of the parties hereto upon delivery of one hundred and twenty (120) days written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

V. STATUS OF COG AND SCRTD

The COG and the SCRTD are separate legal entities. The COG's agents and employees

are not employees or agents of the SCRTD. The SCRTD's agents and employees are not employees of the COG. No powers of the SCRTD, expressed or implied, shall be granted to the COG on behalf of the SCRTD, excepting those set forth herein. In any event, the COG's role as fiscal agent for the SCRTD shall be limited to those purposes consistent with the IGC, this Agreement and all applicable laws.

VI. THIRD PARTY BENEFICIARIES

By entering into this Agreement the parties do not intend to create any right, title or interest in or for the benefit of any person other than the COG and the SCRTD and/or its Members.

VII. LIABILITY AND INSURANCE

It is expressly understood and agreed by and between the COG and the SCRTD that SCRTD shall defend, indemnify and hold harmless the COG for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions or demands whatsoever resulting from the SCRTD's acts in performance of this Agreement.

VIII. RELEASE

The SCRTD, upon payment or transfer to the COG of the amounts due under this Agreement hereby releases the COG its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The SCRTD agrees not to purport to bind the COG to any obligation not assumed herein by the COG unless the SCRTD has express written authority to do so, and then only within the strict limits of that authority.

IX. AMENDMENT

This Agreement shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

X. APPLICABLE LAW

This Agreement shall be governed by the ordinances of the South Central Council of Governments and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

For South Central Council of Governments:

Nora Barraza-Chair

Date

For South Central Regional Transit District:

Wayne Hancock-Chair

Date

Budget FY15-16		
Line Items	Total Budget (All Programs)	Fiscal Agent RTD
Projected Revenue		\$ 150,000
Match		
Salaries		
SCCOG Executive Director	\$ 75,246	\$ 5,700
Fiscal Adminsitrator	\$ 60,565	6,100
RTD Fiscal Clerk -FT	\$ 33,280	\$ 33,280
Administrative Assistant 40 hours a week	\$ 23,720	\$ 23,720
Total Salaries	187,811	86,499
Benefits		
FICA (.0765)	\$ 33,900	6,617
WC Fee (\$2.15/emp/qtr)/SUTA(6.3%)	\$ 16,569	3,364
Health Insurance	\$ 140,534	35,385
Retirement 7.4%	\$ 32,792	6,401
NMSIF	\$ 2,452	100
Total Benefits	226,248	51,868
Total Salary/Benefits	414,059	138,367
Travel		
Mileage	\$ 16,571	500
Seminars, Conferences, Etc	\$ 17,686	500
Car Insurance	\$ 8,136	950
Car Maintenance	\$ 6,949	550
Car Gasoline	\$ 11,086	500
Total Travel	\$ 60,428	3,000
Materials & Supplies		
Office Supplies	\$ 24,575	3,068
Advertising	\$ 4,740	200
Postage	\$ 3,154	250
Equipment Rental/Copier	\$ 9,100	1,123
Total Materials & Supplies	41,569	4,641
Other		
Facility Rental	\$ 37,956	4,466
Utilities	\$ 3,900	459
Telephone	\$ 21,500	1500
Bonding/Prop Insurance	\$ 7,375	300
Total Other	70,731	6,725
Contractual		
Audit	\$ 19,096	2,635
Professional Svcs Contract	\$ 14,498	550
Total Contractual	33,594	3,185
TOTAL		\$ 155,917

**MEMORANDUM OF UNDERSTANDING CONCERNING THE JOINT USE OF SPACE
WITHIN THE MESILLA VALLEY INTERMODAL TRANSIT TERMINAL AT
ALAMEDA DRIVE**

This Memorandum of Understanding ("MOU") is entered into and effective this day of _____, 2015 between the City of Las Cruces ("CITY") and the South Central Regional Transit District (SCRTD).

AGREEMENTS

- A. The CITY owns the Mesilla Valley Intermodal Transit Terminal ("Building") located at 300 W Lohman Avenue in Las Cruces, New Mexico, and has made previous arrangement for the SCRTD to use a portion of the Building ("the Premises"). The CITY is agreeable to SCRTD using the same Premises to provide office space and transportation services in areas where public transit services do not exist for citizens from across the county into Las Cruces.
- B. CITY and SCRTD will share the Premises located in Room 115 the Building which is approximately 120 square feet as shown on the attached floor plan.
- C. The term of this MOU shall commence on October 12, 2014 and continue through October 11, 2016. There shall be 0\$ rent paid by SCRTD. The value of this space, which is valued at \$250 per month, shall be provided by the CITY to the SCRTD. Either party may terminate this MOU with or without cause on sixty (60) days written notice to the other party.
- D. SCRTD shall have the option to renew the MOU under the same terms and conditions for one additional one year period subject to the written approval of the City. However, SCRTD must submit the annual renewal request in writing to the City's Transit Section thirty (30) business days prior to expiration of the initial term.
- E. The CITY shall provide all utilities at its expense to include water, air conditioning, heating, and electricity through existing lines or equivalent. The stated space is a private office includes a desk and two chairs.
- F. The CITY shall perform daily housekeeping, cleaning, preventative maintenance and sanitation service for the Premises.
- G. The SCRTD may receive mail at this location. The mailing address is 300 W. Lohman, Las Cruces NM 88001. The SCRTD will be provided a box to receive mail. The SCRTD will be responsible for handling its own out-going mail.
- H. The CITY shall not provide Information Technology (IT) services include network and telephone services. The CITY shall not provide office supplies and copying services.
- I. The CITY shall not provide customer service functions or sales functions for the SCRTD except as negotiated with the City and amended to this agreement.
- J. This MOU gives no right to the SCRTD to use additional space within any part of the Building. However, either the CITY or SCRTD may amend this MOU or enter into

separate written facility use agreements for individual events to be conducted in the Building.

- K. During the term of the MOU, SCRTD will take reasonable care of the Premises and will promptly report any problems or maintenance issues to the CITY. Both parties will be solely and jointly responsible for maintenance of any CITY equipment and CITY personal property on the Premises. The CITY will be responsible for telephone connection up to the service connection. If the Premises are damaged due to any act of SCRTD, its employees, agents or invitees, SCRTD will complete repair and/or reconstruction of the Premises promptly and pay such damage at its sole expense.
- L. SECURITY ASSURANCE: The stated space is accessed through an area secure to CITY transit staff. It is critical that SCRTD staff respect the integrity and security of CITY operations in the building and not interfere with official operations. It will be the responsibility of SCRTD to assure that any of its guests to the space also respect the integrity of the secure area. Designated SCRTD staff must escort a guest to or from the specified Premises. Except for use of the designated Premises and restrooms, guests are not allowed in other parts of the secure areas without prior permissions from CITY staff.

Security, doors, locks and alarm for the Building will be furnished and installed by the CITY. SCRTD will be responsible for opening and closing the Building and securing the Premises and setting the alarm when the CITY staff is unavailable or unable to do so.

Keys and alarm security codes will only be issued to designated SCRTD staff. The SCRTD will provide the CITY Transit Section the name (s) and photographs of individuals designated to have access this space. Designated SCRTD staff will not share keys or security codes with anyone else. Sharing keys or security codes with non-designated individuals will be grounds for terminating the agreement.

SCRTD will be responsible for keys. SCRTD must immediately notify the CITY of any lost or stolen keys and will be responsible for all costs associated with rekeying of the Building.

SCRTD shall not place any additional locks of any kind upon any window or interior or exterior door in the Building or in the Premises, or make any change in any existing door or window lock or the mechanism thereof without the CITY's approval.

Upon expiration or termination of this MOU, SCRTD shall surrender to the CITY any and all keys to the interior or exterior doors of the Building and Premises. If SCRTD fails to surrender the keys, SCRTD shall pay the CITY for the cost for re-keying any entryways and replacement of all necessary keys.

- M. SCRTD shall have no right to assign any of its obligation hereunder this MOU during its term without the express written consent to the CITY.
- N. Each party is responsible for its officers and employees pursuant to the New Mexico Tort Claims Act.

District

BY: _____
Robert Garza. P.E.
City Manager

BY: _____

Approved as to Form:

, City Attorney



INTER-DEPARTMENTAL MEMORANDUM

TO: Robert Garza, P.E., City Manager

FROM: Mike Bartholomew, Transit Administrator

DATE: November 6, 2015 **FILE NO.** 1020-4-28-15

SUBJECT: Request for City Manager's Signature on a Memorandum of Understanding between the City of Las Cruces and the South Central Regional Transit District

Attached is a Memorandum of Understanding (MOU) between the City of Las Cruces and the South Central Regional Transit District (SCRTD) along with an exhibit. This MOU concerns the joint use of space at the Mesilla Valley Intermodal Transit Terminal (MVITT). Mr. Bill Hamm with the City of Las Cruces in Land Management and Rusty Babington, City Attorney have reviewed the MOU.

After the City Manager and City Attorney sign the MOU, the MOU will be forwarded on to Commissioner Hancock as signer for the SCRTD.

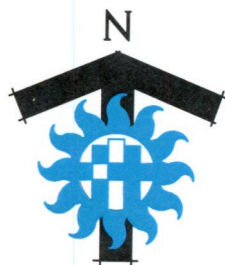
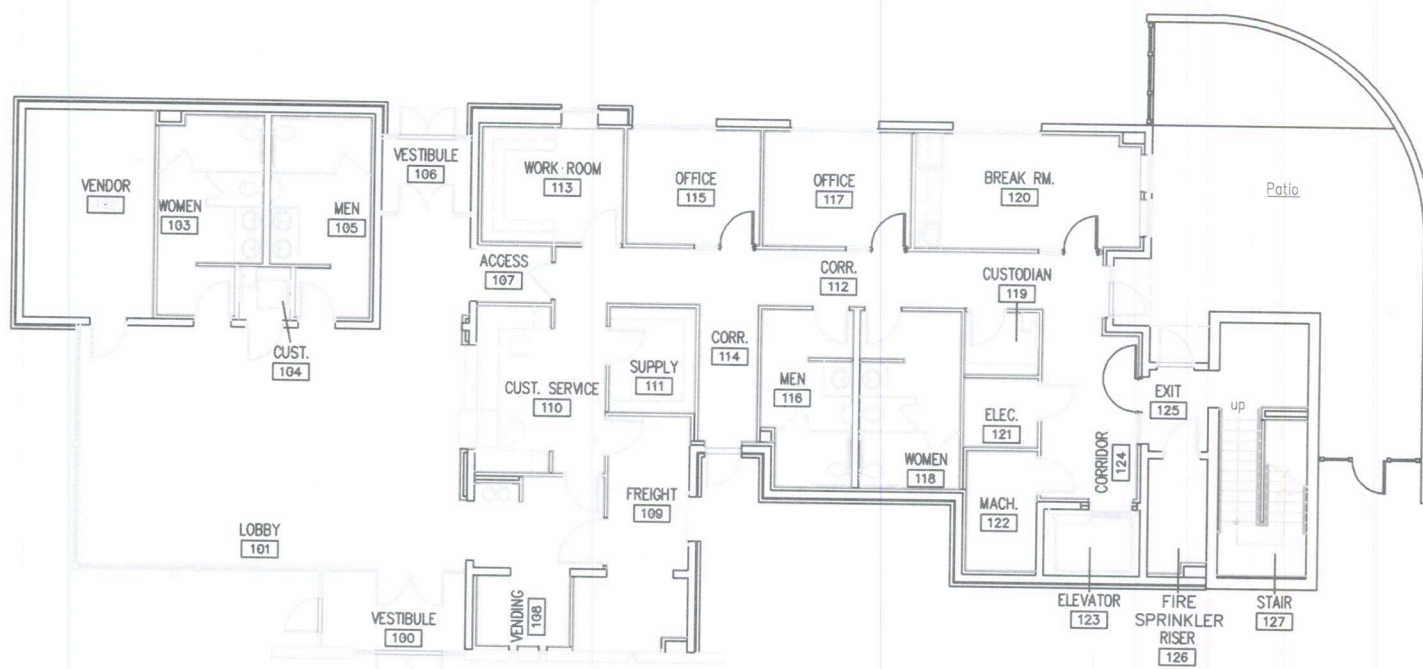
If there are any questions, please feel free to contact me at extension 2537. Thank you for your consideration.

cc: Daniel Avila, P.E., Assistant City Manager/COO
Rusty Babington, City Attorney
David Maestas, P.E., Transportation Director

Attachments: As Stated

MESILLA VALLEY INTERMODAL TRANSIT TERMINAL 1ST FLOOR

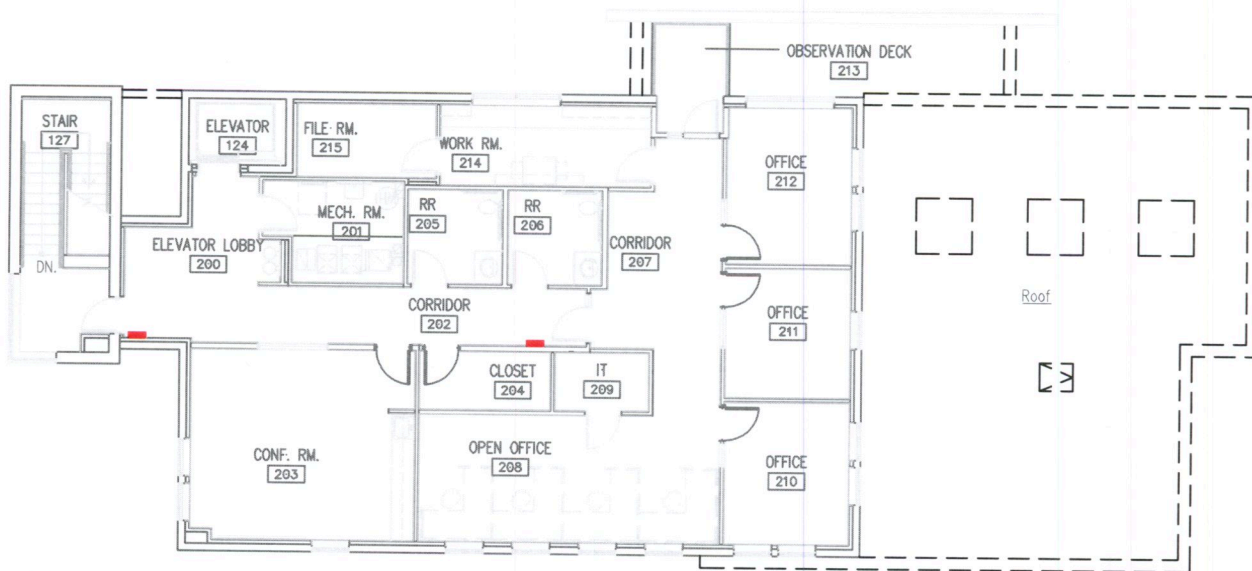
NOT TO SCALE



MESILLA VALLEY INTERMODAL TRANSIT TERMINAL

2ND FLOOR

NOT TO SCALE



CONTRACT FOR PUBLIC TRANSPORTATION

THIS AGREEMENT is entered into by the South Central Regional Transit District hereby known as SCRTD and ZIA THERAPY CENTER (Contractor) located at 900 First Street, Alamogordo, NM 88310.

In consideration of the promises and agreements set forth, the SCRTD and contractor agree:

1. **Scope and Description of Services:** Contractor will perform in a timely fashion for the benefit of SCRTD the following public transportation service, as described in Exhibit A, on Monday through Friday three daily round trips between the hours of 6am to 7pm except listed holidays. The equipment to be provided by the Contractor will be sufficient to provide the required service.

Contractor shall at all times maintain vehicles in good mechanical condition in conformity with all applicable safety regulations, and will keep all vehicles in clean condition, subject to inspection by SCRTD at all times. The Contractor warrants that it now has and will continue to have during the term of this agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state, or local, which authorize or empower the operation of subject service.

Contractor will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used, and have received appropriate safety training. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance.

Contractor shall display appropriate signs designating route and/or service area.

2. **Terms of payment for services:** The SCRTD shall pay to Contractor, as full payment for all services to be performed by Contractor pursuant to this agreement, a maximum compensation of **\$10,000.00** for services through September 30, 2016. Contractor shall invoice the SCRTD monthly for an amount equal to 1/12 of the total compensation. Terms are net 15 days.

SCRTD shall have the option of renewing this agreement for a maximum of three (3) years beyond termination date. Compensation for this extended service shall be at a rate as mutually agreed by the parties, provided the State continues to provide adequate funds for the program.

3. **Time for Completion of Services:** Term of this Agreement shall be for twelve months, commencing on the 1st day of October, 2015, and terminating after the last scheduled run on the 30th day of September, 2016.

4. **Contract Documents:** Each of the following described Contract Documents, copies of which are attached or incorporated by reference, form a part of this Agreement:
Exhibit A – Current Route Schedule
Exhibit B – Certificate of Insurance

5. **Amendments:** Both SCRTD and Contractor shall have the option to implement minor route changes upon thirty (30) days written notice to the other party. Service changes, requiring additional compensation will be implemented following written agreement by both parties as to proper compensation to be paid to Contractor. Similarly, both parties shall have the option to reduce service after written agreement by both parties.

With the exception of the above, this Agreement constitutes the entire agreement between the parties. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

6. **Reports:** Contractor shall submit quarterly reports to SCRTD showing the vehicles used, the passengers carried, the vehicle days and hours of service and miles traveled, total vehicle mileage, revenue collected, maintenance costs, operating costs as well as operating costs per passenger trip, per vehicle hour and per vehicle mile, passengers per vehicle mile. Reports similar to those currently provided to Contractors grantee will be acceptable. Contractor shall supply SCRTD with a copy of its annual audit, within thirty (30) days of acceptance of said audit by the Contractor's Board of Directors.

7. **Agreement:** This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of SCRTD and Contractor. Any successor to Contractor's rights under this Agreement must be approved by SCRTD. Any successor will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to succession. Assignment of any portion of the work by subcontract must be approved in advance by SCRTD, in writing.

8. **Insurance:** Contractor shall carry and keep in force business auto liability insurance covering the use, maintenance and operation of its vehicles in amounts not less than the following:

\$1,000,000 combined single limit of liability each occurrence for Bodily Injury Liability and Property Damage Liability.

Upon execution of this agreement Contractor shall present certificates of insurance coverage. Contractor shall have SCRTD named as an additional insured on its policies.

Contractor shall assume liability for, and hold harmless SCRTD and SCRTD's successors, assigns, officers, directors, employees and agents from any liabilities, obligations, losses, damages, claims, or costs, incurred by or asserted against SCRTD, resulting from any of the following: the failure of Contractor to operate service in conformance with law; the violation by the Contractor of any of the provisions of this Agreement; any act or failure to act by any officer, director, employee or agent of the Contractor; any injury to any person, loss of life, or loss or destruction of property arising out of or relating to operation of the bus services. This does not apply if the loss claimed is caused by the negligence or other act or failure to act of SCRTD or its employees, or agents. SCRTD will promptly notify Contractor in writing of any claim or liability which SCRTD believes to be covered under this paragraph. SCRTD shall tender and Contractor shall promptly accept tender of defense in connection with any claim or liability which Contractor has agreed in writing that, based on the face of the claim or liability, SCRTD is entitled to

indemnification under this paragraph; provided, however, that SCRTD shall be kept informed of the status of the proceeding, shall be promptly furnished with copies of all documents filed or served by plaintiffs, and shall be furnished in advance with copies of all documents proposed to be filed or served on its behalf by defense counsel. In the event that SCRTD believes to be covered under this paragraph, fails to advise SCRTD in writing that the Contractor agrees that SCRTD is entitled to indemnification under this paragraph, based on the face of such claim, SCRTD may retain its own counsel and present its own defense in connection with such claim or liability. SCRTD, without first obtaining approval of the contractor, shall not settle or compromise any claim, suit, action or proceeding in respect to which the Contractor has agreed in writing that SCRTD is entitled to indemnification under this paragraph. Notwithstanding anything in this Agreement to the contrary, the indemnities contained in this paragraph shall survive termination of this Agreement.

9. **Non-collusion:** Contractor warrants and represents that it has not paid nor agreed to pay any bonus, commission, fee or gratuity to any employee or official of the SCRTD or to any other Contractor for the purpose of obtaining this Agreement.

10. **Prohibited Interests:** No member, officer or employee of the SCRTD or local public body with financial interest or control in this Agreement, during his/her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds of it.

11. **Notices:** All notices required pursuant to this Agreement shall be in writing and shall be served upon the parties at the address listed in this Agreement. Delivery to an officer authorized to receive notices or the mailing of the notice by registered mail, return receipt requested, shall be sufficient service.

12. **Governing Laws:** this Agreement shall be interpreted under and governed by the laws of the State of New Mexico.

13. **Compliance with Laws:** Contractor agrees to comply with all applicable statutes, ordinances and regulations of the United States, the State of New Mexico and the SCRTD.

14. **Headings:** The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

SCRTD

By _____

ATTEST:

APPROVED AS TO FORM:

ZIA THERAPY CENTER, INC.

By: Margaret S O'Neill
Margaret S. O'Neill
Chief Executive Officer

ATTEST:

Joseph E Hardin
Joseph E. Hardin, Transportation Director

South Central Regional Transit District

Resolution 2015-07

Authorizing the SCRTD Chair to Negotiate an At Will Employment Contract with the Prospective Executive Director.

WHEREAS, the SCRTD was created through legislative enactment (Chapter 65; signed March 21, 2003); and,

WHEREAS, the SCRTD is a sub-division of the State of New Mexico; and,

WHEREAS, the SCRTD was approved and certified by the New Mexico Department of Transportation Commission on the 30th day of November 2006; and,

WHEREAS, an Annual Budget has been previously adopted by SCRTD authorizing hiring an Executive Director and funds have been authorized by the Board of County Commissioners of Dona Ana County for the SCRTD ; and,

WHEREAS, pursuant to SCRTD By-Laws Article X, Section 10.02, “The Board may enter into an agreement with any entity, Member or otherwise, to act as the Administrative Agent of the District until such a time as an Executive Director is appointed.” ; and,

WHEREAS, the SCRTD board has authorized an Executive Director Search Committee and that committee having advertised, interviewed and evaluated three candidates by a standardized rubric; and,

WHEREAS, the Search Committee having presented the results to the SCRTD Board in Closed Session ;

NOW, THEREFORE, BE IT RESOLVED by the SCRTD Board of Directors that the Chair is authorized negotiate a temporary contract for employment with the individual the Board has selected to be the Administrative Agent / Interim Director based on a salary offer the Board has authorized and complete and sign all necessary documents required.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE SOUTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 18TH DAY OF NOVEMBER 2015

Chair – Wayne D. Hancock, Dona Ana County

ATTEST:

Steve Green – Secretary, Truth or Consequences

EXHIBIT A

Responsibilities and Authority of Interim Executive Director

Subject to the supervision of the South Central Board of Directors, and as further defined in the Agreement, the responsibilities and authority of the Interim Executive Director shall include the following:

1. Directing, coordinating, and supervising the day-to-day operations of the SCRTD.
2. Plans, and implements programs, and procedures in compliance with the SCRTD Board Policy. Organizes and manages agency Operations to achieve SCRTD's strategic plans and goals; exercises independent judgment within general policy guidelines to meet SCRTD goals, objectives, and directives to provide safe and effective transit services for elderly and disabled adults; evaluates and analyzes transit issues, and recommends and implements solutions; recommends changes to improve the public transit functions and processes; assures the overall integrity of customer relations and employee conduct, and resolves customer service issues.
3. Executes policies of the Board related to the administration and operational services of the SCRTD. Provides leadership, direction, and guidance in Transit Operations issues and functions; coordinates the programs with State, Federal, and regional agencies and local community groups; assures Transit Operations' services, and activities are in compliance with all laws, policies, regulations, timelines, and goals; reviews and approves program plans, reports, and procedures; sets priorities and assures deadlines, quality and performance standards are met; develops, evaluates, and manages budgets.
4. Manages and directs staff through appropriate delegation and work supervision; meets with staff to discuss and resolve workload, customer and technical issues; provides leadership and management to employees on technical and behavioral issues, management techniques, program standards, statutory requirements and other responsibilities; manages training programs for transit staff.
5. Serves as focal point for conflict resolutions of public/rider complaints, supervisor, and employee issues.
6. Oversees financial matters for the SCRTD including developing and implementing the agency's annual budget.
7. Manages the collection, analysis and presentation of operational and financial data, and generates reports as required; conducts public meetings and coordinates discussions on Transit Operations issues; interprets client concerns, defines desired results, develops solutions, and recommends direction of new programs and customer service strategies; manages planning for program development that addresses client needs and quality of life issues.
8. Develops and monitors the SCRTD budget, approves budget expenditures; prepares special and recurring reports; proposes and recommends budget changes/revisions for project and resource needs.

9. Manages the grant-funded programs, services and projects, and assures compliance with funding agency requirements.
10. Serves as department liaison to various committees and boards; prepares and presents verbal and written reports/cases, plans and related output to the SCRTD Council, MPO Commission, other Boards and committees as necessary.
11. Represents the SCRTD to outside agencies, organizations, and the public. Negotiates contracts and agreements with outside agencies and the private sector, and makes recommendations to the Board for approval.
12. Directing, coordinating, and supervising District staff in the implementation of and/or continued compliance with policies, rules, and operating procedures determined or approved by the Board.
13. Coordinating the Districts activities and policies with those of the City and its agencies and other regional authorities
14. Reporting to the Board on the day-to-day activities of the District.
15. With the assistance of General Counsel as appropriate, supervising the bidding or negotiating process for the procurement of goods and services, and securing Board approval of major contracts and awards.
16. Directing and monitoring all contracts and projects approved by the Board, including the approval and payment of ordinary invoices.
17. Directing, coordinating and supervising the development of operating and capital budgets.
18. Working with the Board of Directors on the development of initiatives and directing, coordinating and supervising their implementation
19. Recommending for consideration by the Board such policies and procedures concerning the organization, governance and operation of the Board and the District in general.

The Interim Executive Director shall be referred to and described as such in internal and external communications of the District.

Operating Costs

Drivers' Salaries and Benefits	\$223,944	
Contractual Services-Las Cruces Shuttle	\$78,000	
Contractual Services-Rio Grande Transit		\$41,500
Contractual Services-Z Trans	\$10,000	
Travel	\$18,333	
Vehicle Fuel	\$98,353	
Vehicle Maintenance and Repair (Jeff Woods)	\$11,000	
Insurance- Vehicle (5)	\$5,515	
Uniforms	\$7,500	
Training	\$20,000	
DFA Reserve		\$60,904.38
Bus Wraps	\$7,500	
Rent and Utilities	\$11,000	
Fiscal Agent (Finance, Treasury, IT, HR)	\$160,000	
Advertising	\$36,000	
Contingency	\$44,000	
Total Operating Costs	\$731,145	
	Reserve	\$60,904.38
Total Operating Costs		\$792,049.38

REVENUE

Dona Ana County **750,000.00**
Dues

DAC **39,985.00**

LC **50,662.00**

Mesilla **948.00**

Sunlan Park **7,535.00**

Fares **9,996.00**

ADVERTISING **75,000.00**

934,126.00

Working Budget - 12 Mo

FY-16 COSTS

Administration	Monthly	Annual
Manager Salary	\$ 7,083.33	\$ 85,000.00
Manager Benefits	\$ 2,500.00	\$ 34,000.00
Subtotal	\$ 9,583.33	\$ 119,000.00
Operations	Monthly	Annual
Contract with service management	\$ 4,000.00	\$ 52,000.00
Drivers Payroll	\$ 23,776.00	\$ 285,312.00
Driver's Benefits	\$ 15,851.00	\$ 190,212.00
Fuel	\$ 16,667.00	\$ 200,004.00
Maintenance	\$ 1,000.00	\$ 12,000.00
Insurance	\$ 600.00	\$ 7,200.00
Contingency	\$ 4,000.00	\$ 48,000.00
Subtotal 12 months	\$ 65,894.00	\$ 794,728.00
Subtotal 10 months	\$ 60,402.86	\$ 728,500.93