



SOUTH CENTRAL REGIONAL TRANSIT

DISTRICT BOARD OF DIRECTORS

AGENDA

Wednesday, June 28, 2017, 1:30 PM

The following is the agenda for a meeting of the Board of Directors of the South Central Regional Transit District to be held Wednesday, June 28, 2017 at 1:30 PM, at the Dona Ana County Government Center, 845 North Motel Boulevard Las Cruces, New Mexico 88007.

Digital recordings and/or minutes will be made and will be available on request.

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

Dial In-Access 1-575-525-5811 Enter Code: 7264
Access to a complete packet is available at
SCRTD.ORG



Call to Order

1. Pledge of Allegiance
2. Roll Call
3. Changes to the Agenda
4. Approval of SCRTD Meeting Minutes of May 24, 2017
5. Treasurer's Report- Billy Garrett
6. Public Input
7. Executive Director's Report- David Armijo
8. Discussion Items
 - a. City of Anthony Mayor invited to discuss Membership proposal to join SCRTD
 - b. Passenger Rail Study Presentation – David Chandler, CNT
 - c. Notice of Intent to Apply for 5310 & 5311 Grants, Dona Ana & Sierra County
9. Action – Items
 - a. New Dona Ana County MOU with SCRTD
 - b. Resolution to Adopt the 2017-18 Fiscal Year Budget
 - c. Resolution to Approve SCCOG Annual Contract as Fiscal Agent
 - d. Resolution to Adopt the second year of the STS contract to provide operations and maintenance support to the District
 - e. Resolution to appoint Billy Garrett as the SCRTD Board Representative to the Camino Real Consortium
 - f. Resolution to amend the Membership Fees for 2017-18 Fiscal Year
10. Board Comments
11. Adjourn

Item #4 March 22, 2017 Minutes



South Central Regional Transit District Board of Directors
Wednesday, May 24, 2017 -- 1:30 PM
Doña Ana County Government Center
Commission Chambers
845 North Motel Boulevard Las Cruces, NM 88007

MINUTES

- I. Call to Order** – Vice-Chair Nora Barraza called the meeting to order at 1:30 pm.
- II. Pledge of Allegiance:** Pledge of Allegiance was led by Vice-Chair Nora Barraza
- III. Roll Call (Sign In)** –Katherine Gervasio, SCCOG Fiscal Administrator, did a roll call of SCRTD Board members. With four (4) members present and one participating via telephone, a quorum was established.

Present at the meeting:

Board Members:

Nora Barraza, RTD Vice Chair, Town of Mesilla
 Jack Eakman, Councilor, City of Las Cruces
 Billy G. Garrett, RTD Treasurer, Dona Ana County Commissioner
 Trustee Marjorie Powey, Village of Williamsburg
 On the phone: Robert E. Torres, Village of Hatch

Members Absent:

Javier Perea, RTD Chair, Mayor of Sunland Park
 Steve Green, SRTD Secretary, City of T or C
 Gerald LaFont, Councilor, City of Elephant Butte

SCRTD Staff:

David Armijo, SCRTD Executive Director
 Leticia Lopez, SCRTD Dispatcher

SCCOG Staff:

Jay Armijo, SCCOG Executive Director
 Katherine Gervasio, SCCOG Fiscal Administrator
 Angela Rael, SCCOG SCRTPO Planner
 Tiffany Goolsby, SCCOG, Senior Planner

Guests:

Tom Murphy, MVMPO
 Lynn Ellins, Dona Ana County Clerk
 Michael McAdams, MVMPO
 Marisol Diaz, UP! Coalition
 Vanessa Pacheco, UP! Coalition
 By Phone: David Chandler
 Sharon Thomas, Citizen Advisory Board
 Greg White

- IV. Approval of / Changes to Agenda:** Vice Chair Barraza asked if any changes be made to the agenda. Commissioner Garrett asked if the board could move the Rail Feasibility presentation up to the top of the agenda. Mayor Barraza requested that the presentation be moved up even without a quorum.
 Vice Chair, Nora Barraza asked if there were any other changes to the agenda. **SCCOG** Executive Director, Jay Armijo asked if the ICIP (Action items 10-a, b, and c) could be

moved to the top of the agenda, due to an employee having a prior commitment. A motion was made by **Member Powey** and 2nd by **Member Eakman**. Motion passed.

- V. Approval of SCRTD Meeting Minutes of March 22, 2017: Commissioner Garrett** made a motion to approve the March 22, 2017 minutes. **Member Torres** 2nd. Motion passed.

- VI. Treasurer's Report (Commissioner Billy Garrett):** Member Garrett reported that as of 4.30.2017, the expenditures were at \$672,686.99 and the revenue was at \$745,239.97 with budget adjustments that will be presented by Katherine Gervasio, SCCOG Fiscal Administrator. Bus fares collected were \$4,402.00 to date. All memberships dues have been paid for the FY 16-17 year.

- VII. Public Input: No public input.**

- VIII. Executive Director's report:** David Armijo, Executive Director, SCRTD, reported that the

ridership numbers have increased since April.

The Red route has the highest ridership to date. The Camino Real Media has helped due to the Spanish services that they have provided.

SCCOG Executive Director, Jay Armijo asked what the policy is on the bus if there is not enough room hold all the passengers. SCRTD Executive Director Armijo advised that it is up to the driver's discretion. The current buses allow 20%-25% of the passengers to stand up. Built in rails are available to hold on to.

David Armijo informed the board that Google maps is almost done with the SCRTD app. If you google SCRTD, it will bring up the RTD's information.

Sharon Thomas asked about the deadline missed for the Grant. SCRTD Exec. Director Armijo advised Mrs. Thomas that money was given to the appropriate applicants but that there was still money available and he would look in to it.

- IX. Discussion items:**

a. Rail Feasibility study presentation: Mr. Chandler, from Center for Neighborhood Technology gave a presentation on the Rail Feasibility study. His findings will be discussed at the next board meeting.

b. Discuss Dona Ana County Notice to Terminate Contract No. 16-17 MOU between SCRTD and Dona Ana County (DAC) Commissioner Garrett advised the board that a new MOU will need to be in place due to the request of DAC to terminate the current 16-17 MOU. Per Mayor Barraza, a letter was sent out to SCRTD Executive Director, David Armijo requesting this action. David Armijo informed the board that there was still

\$ 20,000.00 remaining in the contract. The remainder of the money left in the contract will be requested and a new MOU will be sent in,

c. Discuss the 5-Year plan: Sharon Thomas, Citizen Advisory Board, advised the board that she has reviewed the 5-year plan and had been working with Greg White. Mr. White helped in writing the 5-year plan. Mrs. Thomas discussed that the phase would need to be updated to reflect the current and future plans for the SCRTD. She also felt that it is imperative that the plan be revised after 2 years. Commissioner Garrett suggested that it is important to keep what has been working but also allow for public input on what needs to be done. He also expects criticism about what the SCRTD is not doing efficiently. He also suggested that we look at the next few months as a continuation of the startup. With the idea at the end to receive long term funding. Commissioner Garrett explained that it is imperative to engage the public and their

elected officials. SCRTD is a public service that is responsibly managed and needs to be converged to public. In the 5-year service plan, Commissioner Garrett suggested that the SCRTD find funding to not only help with increasing participation; but also, for gathering information, ground truthing, and incorporating into the planning. Mayor Barraza suggested we keep a close relationship with Greg White since he wrote the 5-year service plan and is familiar with it.

X. Action--Items.

a. ***Receive public input on the Infrastructure Capital Improvement Plan FY2019-2023:*** No public input.

b. ***Authorize the SCCOG to access the Infrastructure Capital Improvement Plan FY2019-2023 database and make necessary changes on behalf of the SCRTD.*** SCCOG Executive Director, Jay Armijo, informed the board that DFA requires that a 3rd party have access to the ICIP to be able to make changes on behalf of the SCRTD. Tiffany Goolsby gave a presentation on the 2019-2023 ICIP (a handout was included in the packet). Ms. Goolsby explained that public bodies in NM review and adopt yearly capital improvements to be made of the District. For 2019 only one Transit Vehicle and a Bus Shelter will be on their ICIP. In 2020, construction of a Transit Facility, and a 2nd project to build bus stops. For 2021, the only project is to construct an Intermodal Facility. Mayor Barraza asked the Board if they had any questions? Commissioner Garrett asked about the transit vehicle purchase in 2019, 2020, and 2021. Mrs. Goolsby explained that only 1 bus purchase would be made in 2019. Mayor Barraza requested that the language “bus shelters be based on funding availability” be added on the project summary page for 2019. Also suggested by Mayor Barraza is to change the language on the project title page to read “Plan, Design, and Equip”. This change will also reflect on the Project Summary Page. Ms. Goolsby asked to read the changes to the pages before the ICIP is adopted. Mayor Barraza asked what the difference between equipping a bus facility and building a bus facility is. SCRTD Executive Director, David Armijo replied to Mayor Barraza that building means acquiring property and the building while equipping means the actual building. Commissioner Garrett also stated that the language needs to be in the title and description for funding purposes. Commissioner Garrett asked if the phases were for sure? David Armijo informed him that it all depended on funding availability. Mayor Barraza requested that the ICIP be very specific and the language be corrected for funding per legislators. Ms. Goolsby informed the board that the ICIP was due by June 15, 2017 to DFA so all changes needed to be made by then.

c. ***Resolution to Adopt the Infrastructure Capital Improvement Plan FY2019-2023*** ***Commissioner Garrett*** made a motion to adopt the Infrastructure Capital Improvement plan as presented with the adjustment in the title. ***Councilor Eakman*** 2nd the motion. Motion passed

d. ***Resolution to Approve SCRTD’S Fiscal Year 2017 Budget Adjustments:*** A motion was made by ***Councilor Eakman*** and 2nd by ***Trustee Torres***. SCCOG Fiscal Administrator, Katherine Gervasio, discussed the three budget adjustments. Vehicle insurance increased by \$2,500.00, Workman’s Comp insurance increased by \$ 2,500.00 due to the hiring of new drivers and the acquisition of new buses. Healthcare insurance is decreased by \$5,000.00 due to some of the drivers not taking the health insurance. SCRTD Executive Director Armijo recommended that a broker come in and give a presentation regarding liabilities and risk assessments. Motion passed.

e. ***Approve Revision to FY2018 5311 Public Rural Transportation funding for Federal***

Fiscal **Year 2017-2018:** David Armijo gave a handout with a set of numbers that came in with a Grant Award. The Grant originally showed \$1,005,000.00. This Grant no longer exists. The handout shows the new numbers with the loss of \$278,000.00. A budget will be given before the next meeting.

XI. Board Comments: Councilor Eakman commented that the seating arrangements were not optimal for this type of meeting. Mayor Barraza advised Councilor Eakman that the next meeting, the board will be seated differently.

XII. Adjournment: *Commissioner Garrett made a motion to call the meeting adjourned. Councilor Eakman 2nd.* Mayor Barraza called the meeting adjourned.

Approved by:

SCRTD Chairman

Date

#5 Treasurer's Report – Monthly Financials

FY 16-17 REVENUE					
South Central Regional Transit District					
Support & Revenue	Revenue	Revision Request Increase/ (Decrease)	Y-T-D Received	% 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		\$ 824.00	100%	\$ -
CITY OF ELEPHANT BUTTE	\$ 715.00		\$ 715.00	100%	\$ -
CITY OF TRUTH OR CONSEQ (WVD)	\$ -	-	\$ -	0%	\$ -
TOWN OF WILLIAMSBURG (WVD)	\$ -	-	\$ -	0%	\$ -
					\$ -
Dona Ana County GRT	465,999.44	-	465,999.44	100%	\$ -
NMDOT 5310*	81,750.00		-	0%	\$ 81,750.00
NMDOT 5311*	314,250.00		172,213.53	55%	\$ 142,036.47
Bus Ticket Sales	388.00		250.00	64%	\$ 138.00
Advertisement Revenue	13,070.00		6,120.00	47%	\$ 6,950.00
TOTAL REVENUES	\$ 976,114.44	\$ -	\$ 745,239.97	76%	\$ 230,874.47
* Funding Begins October 1st, 2016					
	Expected	Collected			
Bus Fares Collected To 1	\$ 3,600.00	\$ 5,006.54			

South Central Regional Transit District					
FY 16-17 EXPENDITURES as of 05.31.2017					
Descriptions	Budget	Revision Request Increase/ (Decrease)	Y-T-D	%	Remaining
<i>Personnel Services</i>					
Salaries	252,470.00		233,488.80	92%	18,981.20
<i>Employee Benefits</i>					
FICA/Medicare Tax	19,313.96		17,403.70	90%	1,910.26
WC/SUTA	15,502.90		6,315.08	37%	9,187.82
Workers' Comp Insurance	17,164.00		16,939.00	28%	225.00
Health Insurance	59,934.50		43,325.11	72%	16,609.39
Retirement - PERA	18,682.78		16,706.44	89%	1,976.34
<i>Travel</i>					
Travel - Reimbursement	4,000.00		3,690.63	92%	309.37
FUEL	56,160.00		47,781.72	85%	8,378.28
Maintance on Vehicles	10,614.30		10,598.04	100%	16.26
<i>Supplies</i>					
Supplies	6,360.00		6,055.27	95%	304.73
<i>Insurances</i>					
General Liability	2,376.00		-	0%	2,376.00
Automobile Insurance	57,518.00		56,304.60	98%	1,213.40
D&O Insurance	2,640.00		2,640.00	100%	0.00
<i>Contractual Services</i>					
Professional Fees/Audit	9,000.00		9,000.00	0%	0.00
Legal Fees	1,000.00		-	0%	1,000.00
Contract Services					
SCCOG	115,000.00		87,093.07	76%	27,906.93
STS, NM	166,656.00		145,525.55	87%	21,130.45
Zia Therapy	10,000.00		5,500.24	55%	4,499.76
FineLine/Binkley/Sankofa	17,500.00		10,892.16	62%	6,607.84
<i>Operating Cost</i>					
Advertisements	110.00		108.75	99%	1.25
Conf/Seminars/Training	-		-	0%	0.00
Postage	-		-	0%	0.00
Office Equipment	780.00		-	0%	780.00
Asset Management	1,000.00		-	0%	1,000.00
Telephone	6,920.00		5,900.84	85%	1,019.16
Reserve	60,412.00		-	0%	60,412.00
<i>Capital Assets</i>					
Capital Assets	65,000.00		-	0%	65,000.00
Total Expenses	\$ 976,114.44	\$ -	725,269.00	74%	250,845.44

#7 Executive Director's May Report

Program Grants

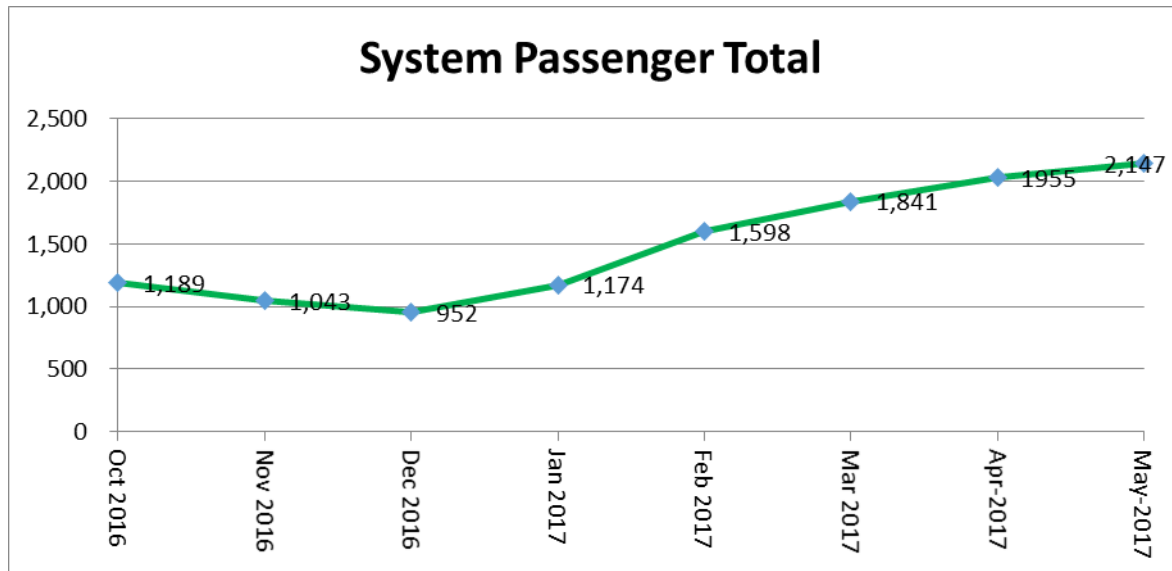
The NM DOT awarded SCRTD with a 5311 Rural Transit Grant in the amount of \$727,125. This includes \$419,085 in federal funding for FY2017-2018 to begin on October 1, 2017. Staff will be working to draw down funds from the current 5311 Rural Transit Grant. Currently, the District is under running the grant and expect to see some carry over funds.

In addition, the District filed a letter of intent to apply for 5310 and 5311 grant funds in both Dona Ana and Sierra County in Fiscal Year 2019. More details to follow.

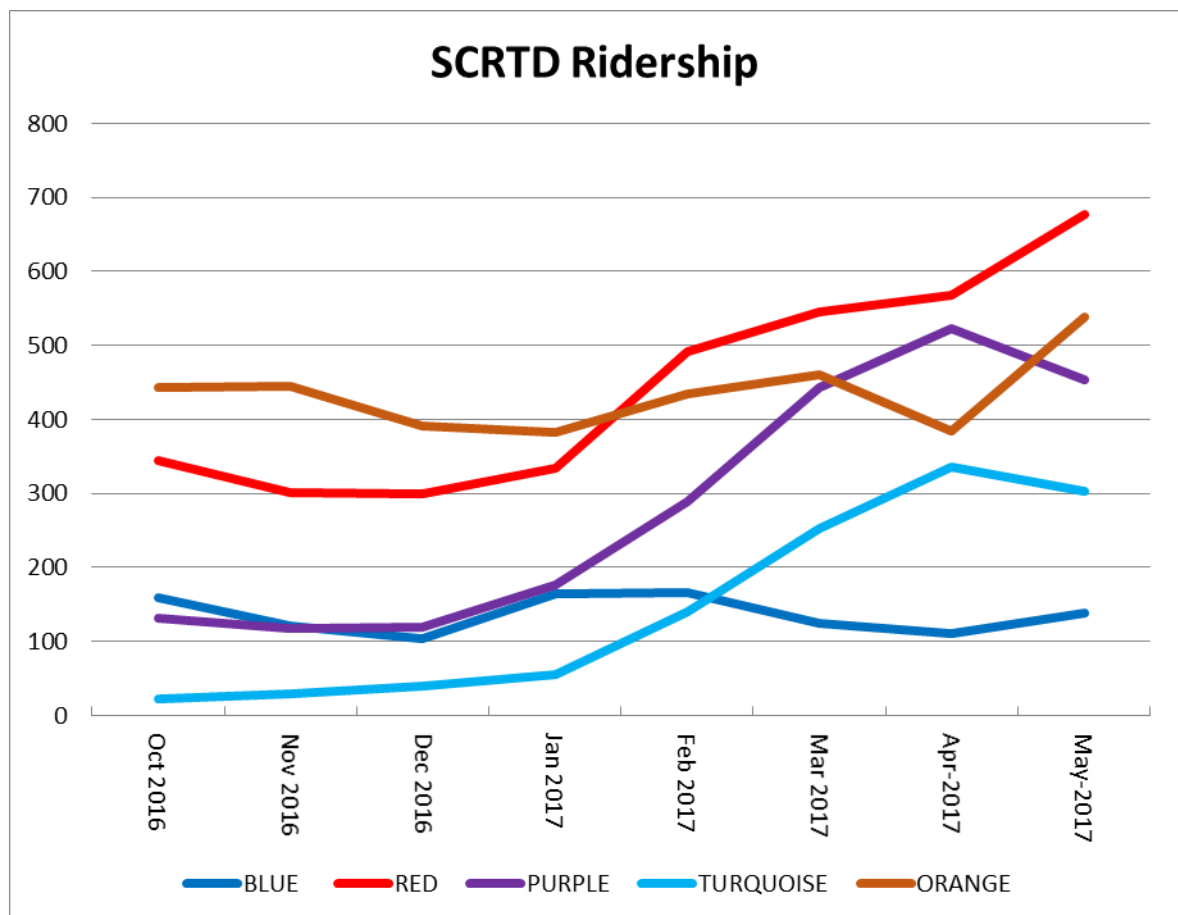
Bus Ridership

Ridership continued to rise during the month of May to the highest level this year. Especially ridership on both the Red and Orange Lines. Revenues continued to grow above projections for the year as well. The charts below provide better detail on the growth in ridership by line for the Fiscal Year to date.

SCRTD RIDERSHIP - Fiscal Year 2017							
Period	BLUE	RED	PURPLE	TURQUOISE	ORANGE	Added Service	System Passenger Total
Oct 2016	159	344	132	22	444	88	1189
Nov 2016	121	302	117	30	445	28	1043
Dec 2016	103	299	119	40	391	0	952
Jan 2017	164	334	177	55	382	62	1174
Feb 2017	166	492	289	140	435	76	1598
Mar 2017	125	545	444	253	460	14	1841
Apr-2017	111	567	522	335	384	36	1955
May-2017	139	677	454	303	538	36	2147
Jun-2017							0
Jul-2017							0
Aug-2017							0
Sep-2017							0
YTD	1,088	3,560	2,254	1,178	3,479	340	11,899



Ridership growth continues every month since the first of this calendar year. Farebox funds reached \$604.03 for the month of May plus \$100 in sales of coupon books for total revenue of \$704.03.



Item #8 Discussion Items

- a. City of Anthony Mayor invited to discuss Membership with SCRTD

Mayor Trujillo has been invited to discuss the city's joining the District and entering into a partnership. The city may choose to provide in-kind support by providing property to secure parking buses overnight. Further, the District may request access to lease property for administrative use. If a suitable agreement is negotiated, an agreement will be brought back to the respective Boards and jurisdictions for review and approval.

- b. Passenger Rail Study Presentation – David Chandler, CNT

CNT staff will provide the final report and present formally to the Board. The report is attached to the agenda.

Item #9 - Actions items:

Item A: New DAC & SCRTD MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH CENTRAL REGIONAL TRANSIT DISTRICT
AND
DOÑA ANA COUNTY**

This **MEMORANDUM OF UNDERSTANDING** (the “MOU”) is entered into by and between the **South Central Regional Transit District (“SCRTD”)** and **Doña Ana County (DAC)**. For good and valuable consideration, including mutual covenants between the parties hereto the receipt of which is acknowledged, the parties do hereby agree as follows:

A. PURPOSE

The purpose of this MOU is to formalize the terms and conditions by which DAC will provide \$350,000 in current funds to the SCRTD for capital and operational expenses in support of Public Transportation to areas in Doña Ana County covered in the SCRTD Transit Plan.

B. SCOPE OF MOU

1. DAC agrees to provide \$350,000 in funds to the SCRTD’s Fiscal Agent within 14 days of the beginning of the fiscal year effective July 1, 2017.
2. The SCRTD agrees to utilize the funds provided hereunder for working capital and as matching funds for federal grants to operate transit systems in accordance with state law.
3. The SCRTD agrees to solicit transit projects from the DAC and regional partners to be funded with the District’s disbursement. These projects must complement or be part of the regional transit system and are subject to approval by the District Board following public review and discussion.
4. The SCRTD agrees to account for all funds received hereunder and to provide DAC with a detailed quarterly report of how the funds are utilized to ensure compliance with this MOU and applicable State and Federal Law.

C. COSTS

All costs of the parties in implementing this MOU shall be borne by the respective parties.

D. TERM AND EFFECTIVE DATE

1. This MOU shall be effective on the date it is fully executed by both parties as indicated below.
2. This MOU replaces and supersedes the MOU between the DAC and SCRTD that was signed on March 16, 2016.

E. TERMINATION

This MOU may be terminated by either of the parties hereto upon written notice delivered to the other party at least one hundred twenty (120) days prior to the intended date of termination.

F. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOU. Each party shall be liable for its own actions or inactions in accordance with state law and nothing herein shall be deemed a waiver, indemnity or to otherwise create or effect liabilities between the parties.

G. THIRD-PARTY BENEFICIARIES

By entering into the MOU, the parties do not intend to create in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the MOU to maintain a suit for wrongful death bodily and/or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this MOU. No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third-party beneficiary of this MOU.

H. NEW MEXICO TORT CLAIMS ACT

By entering into this MOU, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA (1978). This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision in this MOU modifies and/or waives any provision of the New Mexico Tort Claims Act.

I. AMENDMENT

This MOU shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

J. SEVERABILITY

In the event that any of the items or provisions herein are found to be in conflict with any applicable statute or rule of law or are otherwise held to be invalid, then such provision shall be deemed inoperative to the extent of such conflict or invalidity, and the remainder of provisions shall, to the extent possible, remain in full force and effect.

K. NOTICES

Any notices required to be given pursuant to this MOU shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties of the following addresses:

DAC

845 N. Motel Blvd.

Las Cruces, New Mexico 88007

SCRTD

300 W. Lohman Avenue

Las Cruces, NM 88005

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth below:

DOÑA ANA COUNTY

By It's Interim County Manager

Chuck McMahon

SOUTH CENTRAL REGIONAL TRANSIT DISTRICT

By It's Board Chairman

Javier Perea

DATED THIS _____ DAY OF JUNE 2017

Item B: FY2017-18 Fiscal Year Budget

	FY 17-18 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	\$ 49,980.00				
DONA ANA COUNTY (Unincorp)	\$ 43,164.00				
SUNLAND PARK	\$ 7,208.00				
TOWN OF MESILLA	\$ 1,124.00				
VILLAGE OF HATCH	\$ 843.00				
City of Anthony	\$ 4,680.00				
CITY OF ELEPHANT BUTTE	\$ 732.00				
CITY OF TRUTH OR CONSEQ (WVD)	\$ 3,315.00				
TOWN OF WILLIAMSBURG (WVD)	\$ 229.00				
Dona Ana County GRT	350,000.00				
FY16-17 NMDOT 5310	42,905.00				
FY16-17 NMDOT 5311	157,396.00				
FY17-18 NMDOT 5311*	314,315.00				
Bus Ticket Sales	9,400.24				
Advertisement Revenue	12,056.00				
TOTAL REVENUES	\$ 997,347.24				
* Funding Begins October 1st, 2017					
	Expected	Collected			
Bus Fares Collected To Date					

South Central Regional Transit District					
FY 17-18 EXPENDITURES PROJECTED					
Descriptions	Budget	Amount Needed	Y-T-D	%	Remaining
<i>Personnel Services</i>					
Salaries	312,000.00				
<i>Employee Benefits</i>					
FICA/Medicare Tax	21,436.34				
WC/SUTA	15,502.90				
Workers' Comp Insurance	17,000.00				
Health Insurance	62,334.00				
Retirement - PERA	23,088.00				
<i>Travel</i>					
Travel - Reimbursement	4,000.00				
FUEL	55,000.00				
Maintance on Vehicles	20,000.00				
<i>Supplies</i>					
Supplies	6,360.00				
<i>Insurances</i>					
General Liability	2,376.00				
Automobile Insurance	59,000.00				
D&O Insurance	27,500.00				
<i>Contractual Services</i>					
Professional Fees/Audit	9,600.00				
Legal Fees	1,000.00				
Contract Services					
SCCOG	115,000.00				
STS, NM	148,800.00				
Zia Therapy	10,000.00				
Fineline Graphics	2,500.00				
<i>Operating Cost</i>					
Advertisements	150.00				
Conf/Seminars/Training	250.00				
Postage	50.00				
Office Equipment	500.00				
Asset Management	1,200.00				
Telephone	7,200.00				
Reserve	70,000.00				
<i>Capital Assets</i>					
Capital Assets	5,500.00				
Total Expenses	\$ 997,347.24	\$ -			

Item C: Resolution to Approve Fiscal Agent Contract

South Central Regional Transit District Resolution Number: _____

A Resolution Authorizing the Fiscal Agent Agreement Between the SCRTD and the South Central Council of Governments.

WHEREAS, the South Central Regional Transit District Board of Directors met in a meeting Wednesday, June 28, 2017 in the Dona Ana County Offices, 845 N. Motel Blvd., Las Cruces, N.M.; and,

WHEREAS, the South Central Regional Transit District approves the Fiscal Agent Services between the South Central Council of Governments and the South Central Regional Transit District for the amount of \$115,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Central Regional Transit District does hereby approves the Fiscal Agent contract.

ADOPTED AND APPROVED THE 28th DAY OF June, 2017.

Javier Perea, Chair

ATTEST:

David Armijo, Executive Director

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 "SCCOG," and the South Central Regional Transit District have entered into that certain Intergovernmental Contract which has an effective date of July 1, 2017. (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 SCCOG 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 SCCOG and the SCRTD enter into and agree to this Fiscal Agent Agreement effective on the first day of July, 2017 (the "Agreement").

I. SCOPE OF SERVICES BY SCCOG AS AGENT FOR THE SCRTD.

- A. The SCCOG shall be the fiscal agent for the SCRTD. The SCCOG shall serve in this capacity until such time as the SCRTD Board of Directors or the SCCOG shall take formal action terminating this Agreement. The duties of the SCCOG shall be those listed in subsection C. of this Section and shall be performed by the SCCOG unless the Board of Directors or the SCCOG make provisions for the services to be otherwise performed or until such time as the services are rendered redundant.
- 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 SCCOG 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 SCCOG account structures or with the creation of 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 maybe within the SCCOG'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 SCCOG, the SCCOG 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 SCCOG 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. SCCOG 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 account receivables 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's 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 (RFPs), place advertisement, prepare bid or RFP packet, receive submittals, review submittals and send responsive submittals to the SCRTD director, and participate in selection committees. The SCRTD is responsible for the preparation of the specifications and scope of services, sending out packets 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 SCCOG forms and checks, it is understood that the checks and payments issued hereunder are issued on behalf of the SCRTD not the SCCOG. The

SCCOG 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 SCCOG 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 SCCOG is in the SCCOG's capacity as fiscal agent for the SCRTD. The wording of the legend shall be approved by the SCCOG.

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 SCCOG's policies and procedures as adopted and amended by the SCRTD Board. Clearly indicate that employer is the SCRTD, not the SCCOG. Maintain position records for SCRTD employees, as for other SCCOG employees. Provide advice on employee issues. SCRTD employees may participate in in- house SCCOG training, if room allows.
14. Enter and maintain all personnel and payroll records, withholding deposits and other information. The SCCOG shall issue payroll checks. Comply with all state and federal reporting and payment requirements. Payment of payroll shall be performed using existing SCCOG software programs. The SCRTD must review all proposed payroll changes with SCCOG 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 SCCOG forms and checks, it is understood that the checks and payments issued hereunder are issued on behalf of the SCRTD not the SCCOG. The SCRTD shall, prior to disbursement of any standard SCCOG 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 SCCOG is in the SCCOG's capacity as fiscal agent for the SCRTD. The wording of the legend shall be approved by the SCCOG.
15. Include the SCRTD and its employees in programs as provided for other

SCCOG 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 SCCOG'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 SCCOG, proportionate to the effort that would be expended for other SCCOG departments, the SCRTD will have to cover the costs over the deductible. The SCCOG may acquire special coverages 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 SCCOG from liability or the SCCOG will have grounds to send notification that the SCCOG can no longer provide coverages.

16. Process requisitions and purchase orders submitted by the SCRTD ensuring, through reasonable review and efforts, that SCRTD procurements comply with the State of New Mexico statutes, SCCOG policies, and board policies, and that procurement records are maintained on procurements in compliance with SCCOG recording requirements and state law. SCRTD will be notified of any processing problems or anticipated delays. In the event of SCCOG 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 SCCOG forms and checks, it is understood that the bids, RFPs, checks, and payments issued hereunder are issued on behalf of the SCRTD not the SCCOG. The SCRTD shall, prior to disbursement of any standard SCCOG 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 SCCOG is in the SCCOG's capacity as fiscal agent for the SCRTD. The wording of the legend shall be approved by the SCCOG.
17. Provide budget forms to SCRTD for annual and midyear budget preparations. SCRTD shall comply with SCCOG's regular budget cycles as well as procedures and submittal deadlines established by the SCCOG. SCCOG shall enter budget information into general ledger system. SCRTD shall submit any additional proposed budget increases to the SCCOG. SCRTD shall coordinate

all budgetary activities and information with its funding sources as needed, to ensure that all budgetary information is available for approval of the annual budget along with any additional proposed budget increases. Budget adjustments under \$2,500 shall be on the SCCOG form. The SCRTD Board may approve budget adjustments over \$2,500; minutes and the SCCOG form shall be forwarded to the SCCOG 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 SCCOG policies. Interest will be distributed to all SCRTD funds as is to all SCCOG funds. Although these investments shall be made in the name of the SCCOG, 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. The SCRTD is ultimately responsible for all deficits or potential shortfalls.
21. Record fixed asset inventory to appropriate general ledger amounts and run depreciation through the SCCOG'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 SCCOG and shall provide the adjustments, if any, to the SCCOG.
22. Make available warehouse supplies, as requisitioned with appropriate chargebacks made to the SCRTD as proportionate to other SCCOG 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 SCCOG 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.

26. Procure Contract for Independent Auditor for the SCRTD's annual audit and assist with the audit.
- D. The following services, upon SCRTD request, may be provided at cost by the SCCOG, at the SCCOG'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 SCCOG 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 SCCOG pursuant to this Agreement but which the SCCOG undertakes in its capacity as Fiscal Agent which would include services of the SCCOG Finance Director and other SCCOG administrative staff may be charged to the SCRTD.
- B. The SCCOG shall be compensated at the rate of \$115,000.00 per fiscal year. The SCCOG shall be compensated for services rendered to the SCRTD based upon a reasonable method of calculation, with the SCCOG's expenses (e.g., 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 SCCOG 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 the SCRTD may be amended due to 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 functions assumed by the SCCOG 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 SCCOG.

II. TERM

This Agreement shall be in effect for a term beginning July 1, 2017 and ending on June 30, 2018. This Agreement may be renewed by a written letter of agreement signed by the executive officers of the SCCOG, 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.

III. 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.

IV. STATUS OF SCCOG AND SCRTD

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

V. 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 that the SCCOG and the SCRTD and/or its Members.

VII. LIABILITY AND INSURANCE

It is expressly understood and agreed by and between the SCCOG and the SCRTD that SCRTD shall defend, indemnify and hold harmless the SCCOG 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 SCCOG of the amounts due under this Agreement hereby releases the SCCOG 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 SCCOG to any obligation not assumed herein by the SCCOG 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:

SCCOG Board Chair, Ms. Nora Barraza: _____ Date:

For South Central Regional Transit District:

SCRTD Board Chair, Mr. Javier Perea: _____ Date: _____

Item D: Resolution to Adopt the second year of the STS contract

South Central Regional Transit District Resolution Number: _____

**A Resolution Authorizing the Transportation Management Contract between the SCRTD
and the STS of New Mexico, LLC.**

WHEREAS, the South Central Regional Transit District Board of Directors met in a meeting Wednesday, June 28, 2017 in the Dona Ana County Offices, 845 N. Motel Blvd., Las Cruces, N.M.; and,

WHEREAS, the South Central Regional Transit District approves the Transportation Management Services between STS of New Mexico, LLC and the South Central Regional Transit District for the amount of \$170,314.60.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Central Regional Transit District does hereby approves the Transportation Management Service contract.

ADOPTED AND APPROVED THE 28th DAY OF June, 2017.

Javier Perea, Chair

ATTEST:

David Armijo, Executive Director

Item E: Resolution to Appoint Billy Garrett as the SCRTD Board Representative to the Camino Real Consortium

South Central Regional Transit District Resolution Number: _____

A Resolution Authorizing the Billy Garrett, SCRTD Board Member to serve as SCRTD Board Representative to the Camino Real Consortium

WHEREAS, the South Central Regional Transit District Board of Directors met in a meeting Wednesday, June 28, 2017 in the Dona Ana County Offices, 845 N. Motel Blvd., Las Cruces, N.M.; and,

WHEREAS, the South Central Regional Transit District approves the Appointment of Billy Garrett, SCRTD Board Member to serve as its representative on the Camino Real Consortium Board;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Central Regional Transit District does hereby approve the Appointment of Billy Garrett to serve as its representative to the Camino Real Consortium Board.

ADOPTED AND APPROVED THE 28th DAY OF June, 2017.

Javier Perea, Chair

ATTEST:

David Armijo, Executive Director

Item F: Resolution to amend the Membership Fees

South Central Regional Transit District Resolution Number: _____

A Resolution Authorizing the SCRTD Board to Modify Membership Fees

WHEREAS, the South Central Regional Transit District Board of Directors met in a meeting Wednesday, June 28, 2017 in the Dona Ana County Offices, 845 N. Motel Blvd., Las Cruces, N.M.; and,

WHEREAS, the South Central Regional Transit District approves a 2.4 percent increase in its membership fees to account for the 2.4 percent growth in population in the District since the 2010 U.S. Census;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Central Regional Transit District does hereby approve the 2.4 percent modification of membership fees to include the growth in population in the District since the 2010 US Census was updated in 2015.

ADOPTED AND APPROVED THE 28th DAY OF June, 2017.

Javier Perea, Chair

ATTEST:

David Armijo, Executive Director