

# South Central Regional Transit District Board of Directors Meeting

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

August 24, 2016



# SOUTH CENTRAL REGIONAL TRANSIT DISTRICT BOARD OF DIRECTORS

#### REGULAR MEETING AGENDA

Wednesday, August 24, 2016 1:30 PM

The following is the agenda for a meeting of the Executive Board of Directors of the South

Central Regional Transit District to be held Wednesday, August 24, 2016 1:30 PM, at Dona Ana County Government Center, 845 North Motel Boulevard Las Cruces, NM, 88007 or

Call in to 575-525-5810. Digital recordings and/or minutes will be made and will be available on request.

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

Dial In-Access 1-712-832-8300 Enter Code 1868230



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

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 Roll Call
- 4 Changes to the Agenda
- 5 Approval of SCRTD Meeting Minutes of June 22, 2016
- 6 Treasurer's Report Greg Smith
  - a. FY 2015-2016, as of June 30th, 2016
  - b. FY 2016-2017, as of July 31st, 2016
- 7. Public Input
- 8 Executive Director's Report David Armijo
- 9. Discussion Items:
  - a. FY 2018 5311 Grant Submission David Armijo
  - b. FY 2016-17 5310 Grant Requirement: Title VI Plan David Armijo
  - c. Approval to Initiate Regional Fare Policy & to Accept Transit Agency Fare Media
     David Armijo

#### 10 Action Items:

- a. Resolution to Approve 5311 Grant Submission David Armijo
- Approval to Initiate Regional Fare Policy & to Accept Transit Agency Fare Media David Armijo
- c. Resolution to Accept the El Paso MPO Title VI Plan David Armijo
- d. Request Approval for additional Professional Services
  - \$5,000 professional services contract to support development of SCRTD Human Resources Manual
  - \$4,500 professional service contract for Outreach Coordinator
- e. MOU City of Las Cruces & SCRTD Renew Membership Fees David Armijo
- f. Zia Trans Contract Renewal David Armijo
- g. Acceptances of Waiver for Membership Fees
  - Truth or Consequences
  - Village of Williamsburg
- 11 Board Closed Session: Executive Director Contract
- 12 Board Comments
- 13 Adjourn



# South Central Regional Transit District Board of Directors Wednesday, June 22<sup>nd</sup>, 2016 -- 1:30 PM Dona Ana County Government Center Commission Chambers 845 North Motel Boulevard Las Cruces, NM 88007 MINUTES

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

#### Present at the meeting:

#### **Board Members:**

Wayne Hancock, RTD Chair, Doña Ana County Javier Perea, Vice Chair, Sunland Park Nora Barraza, Town of Mesilla Greg Smith, RTD Treasurer, City of Las Cruces Majorie Powey, Village of Williamsburg

#### SCCOG Staff:

Katherine Gervasio, SCCOG Fiscal Administrator David Armijo, SCRTD Executive Director Rachel Ornelas, SCRTD Administrative Assistant Jeannie Jacka, SCRTD Fiscal Clerk

#### **Members Absent:**

Robert Torres, Village of Hatch Steve Green, City of T or C Sharon Thomas, Citizen advisory Gerald La Font, City of Elephant Butte

#### **Guests:**

Charles Clements, Las Cruces Citizen Mike Bartholomew, Transit Administrator Joe Triste, Las Cruces Shuttle

- IV. Approval of / Changes to Agenda: Member Smith made a motion to approve, Member Perea Seconded. Motion carried Unanimously.
- V. Approval of Minutes from May 25<sup>th</sup>, 2016: Member Barraza made a motion to approve, Member Smith Seconded. Motion carried Unanimously.
- VI. Treasurer's Report- Member Smith reviewed the summary sent to him from Jeannie Jacka SCRTD Fiscal Clerk; Advised that there is an Action item 10-b that is a Resolution for a Budget Request on the Expenditures and Revenue. As of May 30,2016 Expenditures are at \$717,367.43, Revenue is \$818,039.00.
- VII. Public Input: None.
- VIII. Executive Directors Report: David Armijo- Made two presentations, one being at the City of Anthony, with the Mayor. The council was very supportive, and interested in the services we offer. They are allowing us to park one of our buses there at the City Hall. Which, is reducing our fuel cost. The other being a presentation to the Southern New Mexico Promotora Committee, This Committee helps the community members to connect to Healthcare resources and services. La Clinica operations manager was also present. Will be having a meeting with all the operations managers at a later time. Ridership Analysis Chart shows the number of passengers riding each route (see attached charts) based on the last 80 days. You can see that the Red route is the highest in ridership and the Orange is the lowest. You can see by the time of day that the Red route has more ridership for the AM route with

We have the Title IV in plan in process. The El Paso MPO has given us a plan to adopt an EEO plan which will extend to the SCRTD starting October 1st. The Human Resource manual is in process we should have done the end of summer. Addressing customer marketing, July 1st we will start taking in revenue on the buses. There will be information on the website and stickers on the fare boxes. There are transfers that can be used for same day of service, and coupons. La Clinica has already placed an order for 100 coupons (which are sold in books of (10) ten). Member Perea asked, "Do you think that charging for fares will impact the ridership?" David, stated that he did not think it would, that people need this service, and would be willing to pay for it. Member Powey asked if there are transfers to RoadRunner bus lines. David stated, that no, there would be a separate fare for that. That that is something for the MPO's to look into. Member Powey also stated that it would be nice if the fee could be discounted for transfers. David said that in the SCRTD transfer design that it is very specific that it is only used for us. David adv. that the Contract between SCRTD and STS had a few changes made. One change being the hours, 9600 hours' total, which includes revenue and nonrevenue. Note that no prices are changes. The section on Liquidated Damages was removed. This being more a management contract, this clause isn't really needed.

#### IX. Discussion Items:

a. July Service Modification- David Armijo- Reviewing the routes, the recommendations are: The Blue route duplicates the Purple route in the Anthony area, but does not make any stops. Having the bus come up O'Hara places us in the neighborhoods to add the stop, and places us next to the gas station for fueling. Also has the service ending at 7 o'clock. Bringing the Red route up Mesquite will lead into the neighborhoods bringing in more stops. No change to the Purple route. The Orange route has low ridership, poor roads, currently looking into making adjustments. David reviewed the total hours and total trips, 24 trips a day, 9620 total hours annually. We can reduce some of this by cutting off some of the deadhead going to Sunland Park and Chaparral. Reduce it by 25%. By delaying the Purple route till 8 o'clock, running for 4 hours and then an hour break and then doing a 1pm-5pm time frame will reduce some of the deadhead. And maximize ridership in the area. Some of the challenges on the am, and pm, is once they get to Anthony there is no other way to make a connection. Proposing that we reduce some of the deadhead and use the saving times. Delay the Purple till 8 o'clock, running 4 hours and then an hour break and then having the service till 5pm operating out of Anthony. Orange route has 120 plus or minus rides, 360-400 rides. There is no difference in the rides and time a day. With all the feedback received on this route is that there is just big of a gap. Proposing that we start the Orange line around 10am with a break at noon and ending service around 4pm. Or running a flex service, having two buses running to maximize service. Adding another trip during the peak hour on the Red route in the am, having the bus leave at 6:30 am and arriving in Anthony and coming back to Las Cruces at 7:00am, as the Red and Blue route are coming the other direction. This would actually become the Orange route. You end up with 3 trips back into Las Cruces. One possibility, checking with the insurance broker to see about going into Texas. Connecting the Sunland Park Casino to the Westside Transit Center (near the Wal-Mart), which would give us access to 9 bus routes. Member Barraza stated that she thinks that the ridership will increase, with people wanting to go to El Paso. David mentioned that we are getting some of that spill over with people wanting to go to Anthony. Another ideal with the savings is to run service on Saturdays. Member Barraza asked the if the Gold route only ran am, or mid-day, or evenings? David stated the Gold route is the Orange route carries the same ridership during the am and mid-day, ridership is much lower than the other route. There is a lot of riders wanting to make the connection in El Paso to the medical facilities. Member Perea, asked if it would be possible to make a stop in Bencaua community, about 100 people. We do have an on demand service there but they have to call to get a ride and they will take them to city hall. David stated that a flex service would benefit that area. David stated he would look into it. Our net increase will be our nonrevenue miles more sufficient the nonrevenue savings moving the buses so

- much, fuel cost and wages with the savings we can put back into savings or place them in other elements of operations.
- b. **Service Analysis** With the bus service reaching 80 plus service days and warrants a detailed evaluation and analysis, during the past month each bus route has been reviewed and stops evaluated as well as interviewing each driver. This was helpful in learning more about both the route structure and schedule. The old schedule operates 27 revenue hours and twenty minutes each day, 9 non-revenue hours and forty minutes a day for a total of 37 hours a day operating 24 bus trips. The modified schedule will operate more efficiently with 26 revenue hours and forty minutes, 7 non-revenue and twenty minutes for a total of 34 hours a day operating 27 trips. Annually, total hours will decrease from 9620 to 8840.

#### X. Action Items:

- a. Approval of the Contract STS of New Mexico, LLC- Member Barraza made a motion to approve, Member Perea Seconded. Motion carried Unanimously. Katherine, stated that David had reviewed the changes made to the contract in his executive report.
- b. Approval of Resolution for FY16/2017 Expenditures and Budget Adjustments- Member Perea made a motion to approve, Member Barraza Seconded. Motion carried Unanimously. Katherine, Budget adjustment requesting, increase salary by 2,500.00 to get us thru the end of the fiscal year. Increase FICA, Workers Comp, Decrease Workers Comp. insurance, Health insurance. Increase supplies by 2,300.00 to purchase tickets and route signs. Decrease Office equipment, telephone. Revenue there are no adjustments. Revenue is at 8,180.00. Hatch was outstanding but did pay membership dues in June and that will go into a year to date payment. Member Barraza stated it was nice to see the advertisement revenue coming in. Member Perea asked why the increase in salary? Katherine explained that we had a driver take leave and the other drivers had to cover the shift creating overtime. Member Barraza noticed that the expenses are exceeding the revenue? Katherine, Dona county covers the difference between membership and expenses. We will not be using the whole 960,000.00. Projected for the fiscal year, workers comp was only mid-year, lower expenses. Big difference is we decreased Dona Ana County to 750,000.00 to make up the difference. Member Barraza, wanted to know if the expenditures were going to exceed the revenue? Katherine adv. that invoiced Dona Ana County what we projected we would spend thru June. We have been in contact with them to receive payment.
- c. Approval of Resolution for FY17/2018 Budget- Member Barraza made a motion to approve, Member Perea Seconded. Motion carried Unanimously. Katherine, we were able to update the STS contract. We did not change salary. We updated the audit after accepting Stone and McGee. Rest is all operational budget.
- XI. Board Comments: Member Smith, stated that he appreciated David Armijo and the staff for their hard work. Stated that things are moving along great. Member Powey asked when David was looking at extending service to Sierra county? David, yes we have a process which is just being in 2018. Target when we apply for the 5310 grant will to start service in Hatch and then work on a service from Hatch to Sierra County. Member Powey asked if the RPO was looking to do a local route or just a route to Hatch? Katherine adv. that She was not exactly sure what their plans are, but she could have Angela (SCRPTO) contact her. David stated that a local route that ran to Hatch and Hatch to Las Cruces with west side connections. Member Hancock reminded the Board Members of in kind contributions, that if they had property of value they could use that to meet requirements without additional contributions.
- XII. Adjournment: Chairman Hancock called the meeting adjourned at 2:30p.m.

Ap	pro	ved	bv:
4 4 6	~~~	1	W 7 0

Wayne D. Hancock, SCRTD Chairman

Date



	South Cen	tral Regional Trans	sit District		
FY 15-16 EXPENDITURES as of 06.30.16					
		Revision Request			
Descriptions	Budget	Increase/ (Decrease)	Y-T-D	%	Remaining
Personnel Services					
Salaries	116,258.99		115,218.43	99%	1,040.56
Employee Benefits		i i			
FICA/Medicare Tax	8,893.81		8,693.16	98%	200.65
WC/SUTA	6,975.54		5,586.61	42%	1,388.93
Workers' Comp Insurance	13,164.00		4,690.19	15%	8,473.81
Health Insurance	30,523.92		16,835.88	55%	13,688.04
Retirement - PERA	8,603.17		7,973.94	93%	629.23
Travel					
Travel - Reimbursement	4,500.00		3,462.58	77%	1,037.42
FUEL	23,400.00	i i	20,175.88	86%	3,224.12
Maintance on Vehicles	24,000.00		9,732.64	41%	14,267.36
Supplies					
Supplies	11,800.00	i	11,054.50	94%	745.50
Insurances					
General Liability	3,000.00		1,003.00	33%	1,997.00
Automobile Insurance	39,230.00		16,461.37	42%	22,768.63
D&O Insurance	2,376.00		2,376.00	100%	0.00
Contractual Services					
Professional Fees/Audit	-		-	0%	0.00
Legal Fees	1,500.00		48.74	3%	1,451.26
Contract Services			-		- 515
SCCOG	120,000.00		67,722.30	56%	52,277.70
Las Cruces Transport	60,000.00		57,945.46	97%	2,054.54
Zia Therapy	10,000.00		5,833.31	58%	4,997.69
Operating Cost					
Advertisements	1,000.00		275.16	28%	724.84
Conf/Seminars/Training	2,050.00		1,699.72	83%	350.28
Postage	90.00		-	0%	90.00
Office Equipment	-		-	0%	0.00
Asset Management	-		-	0%	0.00
Telephone	3,680.00		2,198.39	60%	1,481.61
Reserve	24,000.00		_	0%	24,000.00
Capital Outlay		F1			
14-2110 Capital Outlay	463,975.00	-	463,975.00	100%	0.00
Total Expenses	\$ 979,020.43	\$ -	822,962.26	84%	156,889.17

#### FY 15-16 REVENUE

#### South Central Regional Transit District

Support & Revenue	Revenue	Revision Request Increase/ (Decrease)	Re	Y-T-D ceived PMT	% Y_T_D	Remaining Balance
Membership Dues						
CITY OF LAS CRUCES	\$ 48,809.00	-	\$	48,809.00	100%	\$ -
DONA ANA COUNTY	\$ 42,158.00		\$	42,158.00	100%	\$ -
SUNLAND PARK	\$ 7,053.00		\$	7,053.00	100%	\$ -
TOWN OF MESILLA	\$ 1,098.00		\$	1,098.00	100%	\$ -
VILLAGE OF HATCH	\$ 824.00		\$	824.00	100%	\$ -
CITY OF ELEPHANT BUTTE	\$ 715.00		\$	715.00	100%	\$ -
CITY OF TRUTH OR	 /15.00		Ψ	713.00	10070	φ -
CONSEQ (WVD)	_	_	\$	_	0%	\$ -
TOWN OF WILLIAMSBURG			Ť			
(WVD)	\$ -	-	\$	-	0%	\$ -
· <del></del>						\$ -
14-2110 Capital Outlay	\$ 440,000.00		\$	440,000.00	100%	\$ -
Dona Ana County GRT	272,192.00	-		272,192.00	100%	\$ -
Bus Fares	388.00			388.00	100%	\$ -
Advertisement Revenue	13,070.00			13,070.00	100%	\$ -
TOTAL REVENUES	\$ 826,307.00	<b>s</b> -	\$	826,307.00	100%	\$ -

South Central Regional Transit District FY 16-17 EXPENDITURES as of 07.31.16					
		Revision Request			
Descriptions	Dec Je es	Increase/ (Decrease)	N. T. D.	0.4	
Descriptions  Personnel Services	Budget	(Decrease)	Y-T-D	%	Remaining
Salaries Salaries	221,470.00		13,644.05	6%	207 925 05
Employee Benefits	221,470.00		13,044.05	0%	207,825.95
FICA/Medicare Tax	16,942.46		1,038.76	6%	15,903.70
WC/SUTA	15,502.90		365.92	2%	15,136.98
Workers' Comp Insurance	14,664.00		303.92	0%	14,664.00
Health Insurance	144,000.00		3,037.29	2%	140,962.71
Retirement - PERA	16,388.78		1,007.95	6%	15,380.83
Travel	10,500.70		1,007.55	070	15,560.65
Travel - Reimbursement	4,000.00		250.00	6%	3,750.00
FUEL	56,160.00		250.00	0%	56,160.00
Maintance on Vehicles	10,589.30		_	0%	10,589.30
Supplies	10,203.20			070	10,505.50
Supplies	1,860.00		88.14	5%	1,771.86
Insurances	1,000.00		00.11	570	1,7,71.00
General Liability	2,376.00		-	0%	2,376.00
Automobile Insurance	39,230.00		_	0%	39,230.00
D&O Insurance	2,500.00		-	0%	0.00
Contractual Services					
Professional Fees/Audit	9,000.00		-	0%	9,000.00
Legal Fees	1,000.00		-	0%	1,000.00
Contract Services			-		
SCCOG	160,000.00		9,228.99	6%	150,771.01
STS, NM	166,656.00		12,449.32	7%	154,206.68
Zia Therapy	10,000.00		833.33	8%	4,997.69
Operating Cost					
Advertisements	75.00		-	0%	75.00
Conf/Seminars/Training	-		-	0%	0.00
Postage	-		-	0%	0.00
Office Equipment	780.00		-	0%	780.00
Asset Management	1,200.00		-	0%	1,200.00
Telephone	6,720.00		733.24	11%	5,986.76
Reserve	10,000.00		-	0%	10,000.00
Capital Assets					
Capital Assets	65,000.00		-	0%	65,000.00
Total Expenses	\$ 976,114.44	\$ -	42,676.99	4%	926,768.47

#### FY 16-17 REVENUE

#### South Central Regional Transit District

	ĺ	Revision Request Increase/		Y-T-D			Remaining
Support & Revenue	Revenue	(Decrease)	Re	ceived PMT	% Y_T_D		Balance
Membership Dues							
CITY OF LAS CRUCES	\$ 48,809.00		\$	-	0%	\$	48,809.00
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		\$	-	0%	\$	1,098.00
VILLAGE OF HATCH	\$ 824.00		\$	_	0%	\$	824.00
CITY OF ELEPHANT							
BUTTE	\$ 715.00		\$	715.00	100%	\$	-
CITY OF TRUTH OR							
CONSEQ (WVD)	\$ -	-	\$	-	0%	\$	-
TOWN OF WILLIAMSBURG		•					
(WVD)	\$ -		\$	-	0%	\$	
						\$	
Dona Ana County GRT	465,999.44	-		-	0%	\$	465,999.44
							_
NMDOT 5310*	81,750.00					\$	81,750.00
NMDOT 5311*	314,250.00			-		\$	314,250.00
Bus Fares	388.00			<del></del>	0%	\$	
Advertisement Revenue	13,070.00			0.00	0%	\$ \$	
TOTAL REVENUES	\$ 976,114.44	\$ -	\$	49,926.00	5%	\$	516,730.44

## Executive Director August Report

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

#### **COMMUNICATIONS**

On July 18<sup>th</sup> the District executed its first service change since the initiation of transit service on February 22, 2016. The basic tenets of the service change was to increase the number of transit trips, especially on the Red and Purple routes. The details for this change were outlined in our June Board meeting and were communicated via a press release issued a week to ten days prior to the effective date of July 18<sup>th</sup> and posted on the SCRTD website, Facebook and Twitter page. Additionally, rider alerts were placed on each bus the week prior to the change.

The rollout of the new service included the following:

- Additional information providing details on the change were posted on the website, including new bus route maps, a revised system map and additional links for transit information to other transit operators;
- Press Release and Email blast via our various distribution lists:
- Distributed new schedules at community sites near bus stops; NMSU and DACC and on the buses

Further, a new section was added that provides more detail to the Passenger Rail Study and in conjunction with our 5310 Federal Grant, Title VI Plan. Title VI requires transit operators to include a provision for the public to communicate their concerns and for those concerns to be investigated.

On Wednesday, I attended the Dona Ana County Senior Fair Planning Committee Meeting in conjunction with the October 18<sup>th</sup> Senior Fair. SCRTD in conjunction with the City of Las Cruces and Dona Ana County, the Senior Resource and Informational Fair will connect Seniors from every Senior Center in Dona Ana County to the DACC East Mesa Campus for a half day informative event. Transportation for this event will be provided by the Senior Centers and will be supported by SCRTD, especially in the southern area of the County. This event will be a great opportunity to introduce our service to seniors that have not had an opportunity to use the service.

#### **NEW SERVICE CONTRACTOR - STS**

On Friday, July 1<sup>st</sup> STS began as our service contractor handling the daily operations with our operators and the maintenance of our transit fleet. Las Cruces Transportation worked closely with STS in the days prior to ensure a smooth transition. Further, SCCOG staff meet with and maintain close contact both prior to and following the transition.

#### **GRANTS**

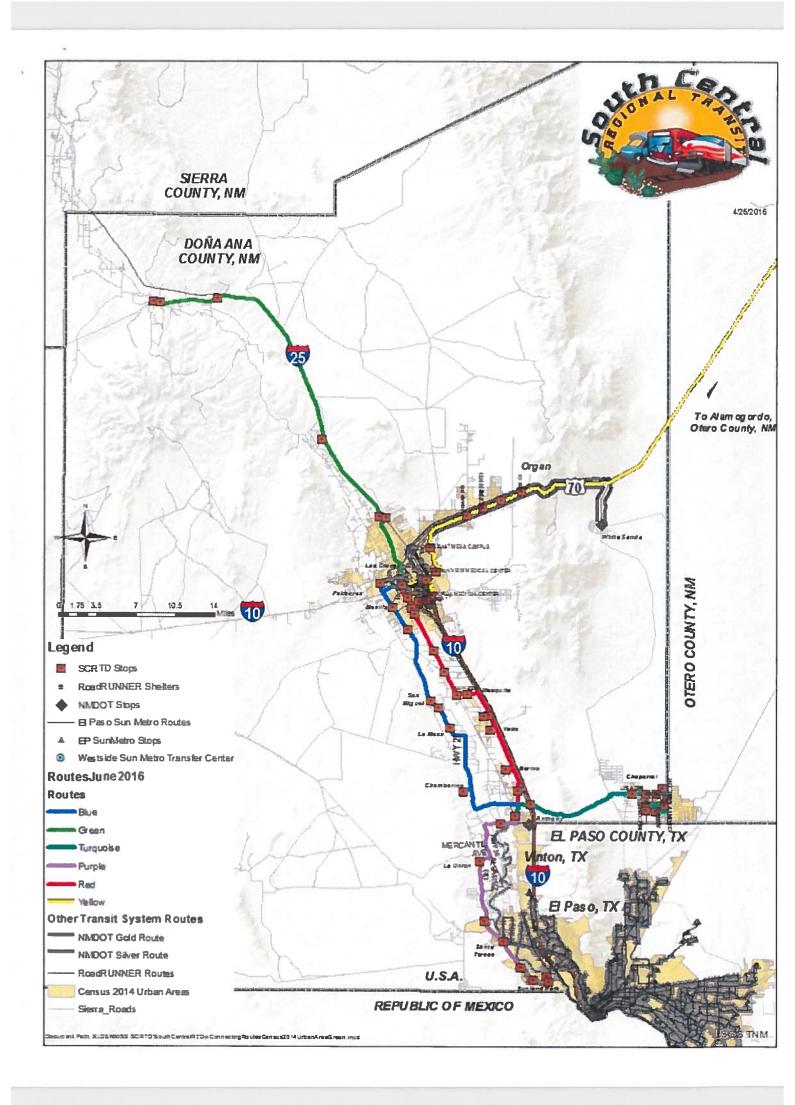
Do August 4<sup>th</sup>, I met with NM DOT staff and their contractor to prepare for the District receiving federal funding beginning in October. SCCOG and STS staff provided assistance as we responded to a 47 page pre-audit of the federal transit requirements that govern the 5311 federal grant. More details will be provided to the board, but suffice it to say that staff was able to address all subject areas and are working to incorporate several functional areas into our transit operations. More specifically, completion and implementation of the new Human Resources Manual, development of a Disadvantage Business Enterprise programs (DBE) and a short list of operation and training items to be addressed by our contractor, STS. The District has 12 months to address these items.

The 5311 Grant for FY2017-18 is due to be submitted on August 26. The grant is being drafted and will be both and update and an expansion of the grant submitted this past spring. More specifically, the District will have the opportunity to request funds to add additional service in the northern area of the county. More specifically, Dona Ana to Hatch. More details will be provided in the grant application.

#### **CUSTOMER SERVICE/MARKETING**

Last month I reported that La Clinica order transit fare media, e.g., transit coupons for use on the buses. The distribution of this media has resulted in new transit patrons using the bus. La Clinica has requested more coupons. In addition, the District is now working with the Dona Ana Courts to provide transit fare media to their clients to travel from Chaparral to Anthony. We expect to distribute the coupons this month.

New Bus Schedule holders were delivered and will be installed this month at the 10 busiest bus stops with the highest boarding and will serve to provide general bus information at these locations. Examples include, Sunland Park, Anthony, NMSU, Dona Ana County and others.

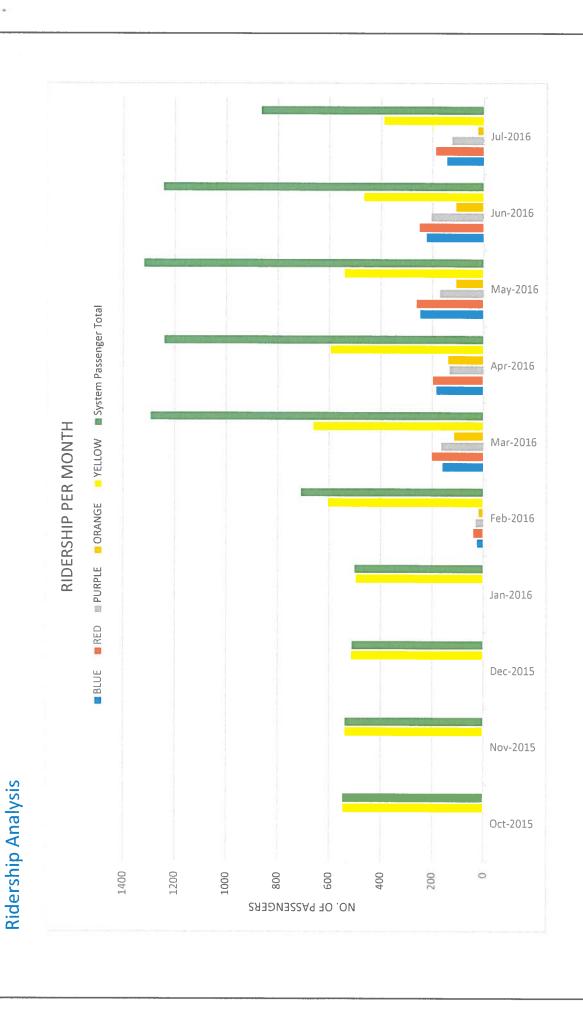


# Ridership Analysis

Period	BLUE	RED	PURPLE	ORANGE	YELLOW	System Passenger Total
Oct	N/A	N/A	N/A	N/A	545	545
Nov	N/A	N/A	N/A	N/A	537	537
Dec	N/A	N/A	N/A	N/A	510	510
Jan	N/A	N/A	N/A	N/A	493	200
Feb	24	36	30	17	602	709
March	157	199	165	111	661	1293
April	182	195	134	137	592	1240
May	244	259	171	105	540	1319
June	222	248	205	105	464	1244
July	143	185	125	23	388	864
YTD	972	1122	088	498	5362	8784

# Notes:

- Report includes Holidays: Thanksgiving Day, Christmas, New Year's Day, Memorial Day and 4<sup>th</sup> of July Holidays. New SCRTD service on July 18. 3 2 1
- Summer months reflect school recess.



Sou	th Central Regional	Transit District	
	July Performance I	Measures	
Service	Directly Operated	Contract Service	Total
Passenger Trips	476	200	054
Hours	552	388	864
Miles		120	672
	15,962	9036	24,998
Trips per hour	0.86	3.23	2.05
Trips per mile	0.03	0.04	0.04
Maintenance	July	YTD (Oct- July )	
% vehicle PM on time	N/A	N/A	_
# vehicle breakdowns	0	0	
Miles between breakdowns	15,962	N/A	
Operations			
Accidents/000 miles	0.00	0.00	
Incidents/000 passengers	0.00	0.00	
Claims Payouts	0	0	
On-Time	97.5	N/A	
Employees of Record	6		
Full Time	6		25
5	_		

Part Time Seasonal/Occasional

#### Transit Agency Fare Media on SCRTD Buses

#### PROPOSED REGIONAL FARE POLICY

#### Purpose:

To establish guidelines for setting a uniform, fair, and equitable area wide fare structure consistent with revenue-producing requirements and established budgets.

#### **Background**

The Mesilla Valley Region now has multiple transit operators providing local, regional and interstate transit service to community residents. However, there is no reciprocity agreement in place that provides connectivity to these transit service providers through an inter-agency transit agreement. Consequently, transit riders are required to pay on each boarding on each transit operator in the course of their travel. This action inflates the cost of transit and serves as a disincentive to use transit.

The responsibility for developing a Fare Policies, including setting fares for transit services in the region is dependent upon each transit jurisdiction or operator. An initial Transition Plan for the development and of a regional fare policy that incorporates a reciprocity agreement among each regional transit operator is warranted. A task force with representation of each operator should be formed to develop the Regional Fare Policy among the transit agencies and operators.

#### **Regional Participation**

For this policy to be effective, it will be necessary for all transit agencies and operators in the region to implement the regional policy according to the following guidelines:

- 1. A single, unified, region wide fare policy and transfer system shall be maintained for all publicly subsidized operators.
  - 1.1 All publicly supported transit operators shall participate in the system to be eligible for public subsidy.
  - 1.2 All publicly supported transit operators shall use and accept regional fare media.

#### **Production**

Fare revenues shall meet or exceed the level necessary to support the level of service provided given the current public c subsidies available.

1.3 User-side subsidies and direct public/private funding shall be encouraged as sources of operating revenue, particularly for services with lower cost-effectiveness.

#### **Fairness**

The fare structure should be fair and equitable to all operators and passengers in the region.

- 2. Fare levels shall be consistent for similar types of service and similar service areas.
  - 2.1 Fare levels shall reflect a combination of the type of service, distance, speed of travel, and customer amenities provided to the customer, with higher fares set for premium services.
  - 2.2 There shall be a unified policy on transfers within the region and any supplementary charges or upgrades for transfers shall be related to differences between the types of service and respective fare levels.
  - 2.3 Region wide fare discounts shall generally be limited to youth and senior patrons and patrons with disabilities, and prepaid fare programs, and any mandated federal, state, and local program.

#### **Simplicity**

The fare policy shall promote seamless travel throughout the region by developing one common and easily understood fare structure throughout the region.

- 3. The fare structure and transfer system shall be as simple and easy to understand for users as possible.
  - 3.1 The number of fare, transfer, and pass options shall be minimized to promote user friendliness and efficient fare validation.
  - 3.2 The pricing structure shall be based upon equal or easily identified coin increments.
  - 3.3 The fare collection process aboard a transit vehicle shall be designed to be as expeditious as possible. Vehicle driver/operator involvement in the fare collection process onboard the transit vehicle should be minimized.
  - 3.4 Use of prepaid fares including passes and stored value (e.g., daily and monthly passes) shall be encouraged to speed the patron boarding process.
  - 3.5 The automated fare collection system shall be developed to simplify fare payment and collection, while providing the region with the opportunity to develop specialized fare structures that will be transparent to the user and driver/operator.

#### Responsibilities

Local government jurisdictions, transit agencies and/or transit operators all have roles and responsibilities to ensure successful implementation of the Regional Fare Policy.

- 4. The Regional Fare Policy which incorporates a uniform fare structure, a transfer policy, and agreement for revenue sharing of regional tickets, tokens, and passes, while also allowing for adoption of specialized fare procedures for travel within each operator's service area.
  - 4.1 A Regional Fare Structure Working Group (comprised of staff from Mesilla Valley

MPO and EL Paso MPO, transit agencies, and operators) shall review the comprehensive fare ordinance each year during the annual budget process and propose changes to the ordinance, if appropriate.

- 4.2 Transit agency boards shall review and provide input on proposed changes to the fare ordinance and solicit public input in accordance with transit agency policies prior to local governance Board action.
- 4.3 The Mesilla Valley MPO Transportation Committee shall review the fare ordinance and develop fare recommendations as part of the annual budget process, unless needed at other timesfor special circumstances.
- 4.4 Public notice of fare changes shall be provided as legally required, including written notice on all public transit vehicles, and legal notices to newspapers. The public will be provided with an opportunity (ies) to comment on proposed fare changes in accordance with the Regional Fare Policy.
- 4.5 Transit operators shall implement and adhere to this Regional Fare Policy. Transit operators shall take the necessary actions to authorize enforcement of the Regional Fare Policy.
- 4.6 Transit agencies shall have the ability to set special event fares. For special events the transit agencies are encouraged to achieve full recovery of their operational expenses. These fares because of their short-term/temporary nature would not need to be included in the Fare Policy would not require a public hearing.
- 4.7 Transit agencies shall have the ability to set temporary, promotional, and experimental fares. Temporary, promotional, and experimental fares are defined as fares implemented for no more than twelve months for seasonal events or for marketing purposes. These fares, because of their short-term/temporary nature, would not need to be included in the Regional Fare Policy or require a public meeting as provided in the Regional Fare Policy agreement and the operators shall be responsible for any necessary Title VI or financial impacts analysis related to such fares.
- The Regional Fare Policy should be reviewed by the transit operators every two years and changes, if required made to the Policy.

#### South Central Regional Transit

#### District Resolution 2

### Authorizing the SCRTD to Accept the El Paso MPO Title VI Plan.

**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, the SCRTD Board has accepted Federal Transit funds in support of its 5310 Grant submission for FY2017; and,

WHEREAS, the El Paso Metropolitan Policy Organization (MPO) has a federally approved Title VI Plan and has extended its authorization to SCRTD during the implementation of the 5310 Grant period,

**NOW, THEREFORE, BE IT RESOLVED** by the SCRTD Board of Directors that the Chair is authorized to accept and execute the EL Paso MPO Title VI Plan in support and execution of SCRTD's 5310 Grant project.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE SOUTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS  $\mathbf{24}^{\text{TH}}$  DAY OF AUGUST 2016

	Chair – Wayne D. Hancock, Dona Ana County
ATTEST:	
Steve Green – Secretary, City of Las Cruces	

#### **Board Report Action Item 9**

#### **Budget Amendment – Professional Services**

This request is to move funds to support the need for Professional Services to execute the following two items:

- 1. \$5,000 to support professional services contract to support development of SCRTD Human Resources Manual. This item has been discussed and is an integral element into the development of the Transit District.
- 2. \$4,500 to support a professional services contract to hire a temp employee to serve as an Outreach & Education Coordinator to support the SCRTD transit service. This contract will be for a period of four months or until funds have been expended. Job description is attached,

Additional professional services may be required as the District continues to evolve and requirements for technical services are needed.



# South Central Regional Transit District Job Description

Title:	Outreach & Education Coordinator	Code:	120
Division:	Transportation	Effective Date:	07/16
Department:	Operations	Last Revised:	07/16

#### **GENERAL PURPOSE**

Serves as a <u>contract employee working part-time</u> performing support functions on behalf of the District.

#### SUPERVISION RECEIVED

Works under the close to general supervision of the Executive Director.

#### SUPERVISION EXERCISED

None.

#### **ESSENTIAL FUNCTIONS**

Position requires effective Communication skills; e.g., speaking ability and writing competence. Additionally, knowledge and experience with various Microsoft Office products to include Word, PowerPoint, Excel and other comparable products for an office environment.

In addition, experience with Social media networks, such as: Facebook, LinkedIn, Twitter, etc., is essential.

#### **EXAMPLES OF DUTIES**

Duties may include, but are not limited to, the following:

- Develop an outreach and education program, with a timeline, for the South Central Regional Transit District
- Organize outreach and education to communities, destinations, and possible users.
- Work with local communities, businesses, non-profits, governmental entities, etc.
- Develop posters, handouts, and other community materials.

- Develop distribution system for SCRTD materials, including work with southern New Mexico promotora groups.
- In conjunction with the Director, develop brochures.
- Organize contact information.
- Plan for and participate in local events.
- Use social media—Facebook, etc.
- Write and/or supervise writing of press releases, Op Eds, Letters to the Editor, articles, etc.

Performs other related duties as required.

#### MINIMUM QUALIFICATIONS

Education and Experience:

- A. Four year or community college education; and
- B. Experience working for non-profits or government; or
- C. Knowledge of transit systems or willingness to learn.

#### Work Environment:

While performing the duties of this job, the employee is normally within an office field environment.

#### PROFESSIONAL STANDARDS AND VALUES

At South Central Regional Transportation District, we offer services as a team of respectful, qualified professionals. Our customers come first. They are our neighbors. We believe that the following **Professional Standards** are crucial for you to embody if we are going to be a match as employer and employee.

#### **MEMORANDUM OF AGREEMENT**

#### **BETWEEN**

#### **CITY OF LAS CRUCES AND**

#### SOUTH CENTRAL REGIONAL TRANSIT DISTRICT

This memorandum of agreement entered into by and between the Incorporated City of Las Cruces ("City") and the South Central Regional Transit District ("SCRTD").

WHEREAS, the SCRTD is a political subdivision of the State of New Mexico;

WHEREAS, the City is also a political subdivision of the State of New Mexico;

WHEREAS, the SCRTD is authorized "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 Regional Transit District Act ("Act");

WHEREAS, the SCRTD has current cash-flow and working capital needs that can be provided for through funding by the City pursuant to the City's regional partnership efforts;

WHEREAS, the City has budgeted funding in FY2017 for the SCRTD through regional partnership;

WHEREAS, the City wishes to fund SCRTD presently in order to expedite the development of an efficient, sustainable and regional multi-modal transportation system notwithstanding any other agreements to the contrary.

**NOW, THEREFORE,** 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 agreement is to provide \$48,809.00 in current funds to the SCRTD for capital and operational expenses associated with matching funds for federal grants on behalf of the regional partners and to advertise, market, and conduct community meetings and transit outreach.

#### **SCOPE OF AGREEEMENT**

- City agrees to provide to the SCRTD \$48,809.00 promptly following the approval and execution
  of this agreement.
- The SCRTD agrees to utilize the funds provided hereunder for working capital funds and as
  matching funds for federal grants to operate transit systems, and to advertise, market, and
  conduct community meetings and transit outreach.
- 3. The SCRTD agrees to solicit transit projects from the City of Las Cruces and regional partners to be funded with the District's disbursement. These projects shall be regional in nature and be approved by the District's review process.
- 4. The SCRTD agrees to account for all funds received hereunder and to provide the City with a detailed report of how the funds are utilized to ensure compliance with this MOA and the law.

#### B. COSTS.

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

#### C. TERM AND EFFECTIVE DATE.

This agreement shall be effective on the date it is fully executed by both parties as indicated below and shall terminate on December 31, 2017.

#### D. TERMINATION.

This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination provided that the City shall be given a credit toward any subsequent amounts which may become due and owing to SCRTD by the City in an amount equal to the amount disbursed by the City under this MOA prior to the date of termination.

#### E. 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 MOA. 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.

#### F. THIRD-PARTY BENEFICIARIES.

By entering into the MOA, 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 MOA 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 provisions of this MOA. No person shall claim any right, title or interest under this MOA or seek to enforce this MOA as a third party beneficiary of this MOA.

#### G. NEW MEXICO TORT CLAIMS ACT.

By entering into this MOA, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOA. Any liability incurred in connection with this MOA 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 MOA modifies and/or waives any provision of the New Mexico Tort Claims Act.

#### H. AMENDMENT.

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

#### I. 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.

#### J. NOTICES.

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

City:
City Manager
City of Las Cruces
P.O. Box 20000

Las Cruces, New Mexico 88004

SCRTD:

**South Central Regional Transit** 

District

P.O. Box 7634

Las Cruces, New Mexico 88006

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.

INCO	PRPORATED CITY OF LAS	CRUCES
BY:		
-	Daniel Avila	DATE

Interim City Manager

APPROVED AS TO FORM:	
	_
CITY ATTORNEY	
	SOUTH CENTRAL REGIONAL TRANSIT DISTRICT
	Wayne Hancock, Chair
	County of Dona Ana

#### 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. <u>Scope and Description of Services:</u> 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 property 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. <u>Terms of payment for services:</u> 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 \$12,000.00 for services through September 30, 2017. 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. <u>Time for Completion of Services:</u> Term of this Agreement shall be for twelve months, commencing on the 1st day of October, 2016, and terminating after the last scheduled run on the 3Q<sup>1</sup>h day of September, 2017.
- 4. <u>Contract Documents:</u> 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. <u>Amendments:</u> 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. <u>Insurance:</u> 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. <u>Non-collusion</u>: 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. <u>Prohibited Interests:</u> 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. <u>Notices:</u> 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 NewMexico.
- 13. <u>Compliance with Laws:</u> Contractor agrees to comply with all applicable statutes, ordinances and regulations of the United States, the State of New Mexico and the SCRTD.
- 14. <u>Headings:</u> 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.

ATTEST:	SCRTD
	Ву
APPROVED AS TO FORM:	
	ZIA THERAPY CENTER, INC.
	Margaret S. O'Neill Chief Executive Officer
ATTEST:	
Joseph E. Hardin, Transportation Dire	ctor

Steven L. Green Mayor

Sandra K. Whitehead Mayor Pro-Tem

> Kathleen Clark Commissioner



505 Sims St.

Truth or Consequences, New Mexico 87901
P: 575-894-6673 ◆ F: 575-894-0363
www.torcnm.org

Rolf Hechler Commissioner

Joshua Frankel Commissioner

Juan A. Fuentes City Manager

July 27, 2016

Rachel Ornelas Administrative Assistant South Central Council of Governments P.O. Box 267 Elephant Butte, New Mexico 87935

Re: Membership Dues

Rachel,

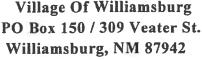
The City of Truth or Consequences supports the SCRTD and asks that membership fees be waived until such time as bus service is made available into and out of our City.

the

Thank you.

Best,

Steve Green Mayor



Phone: (575)-894-6385/Fax: (575)894-0466





To Whom It May Concern;

August 18, 2016

This letter is a formal request that the Village of Williamsburg be allowed to continue working with the District but have the fees waived for membership for 2016-2017. At this time there are no services available to Sierra County. It is hoped that if we remain engaged in the Council we can work to provide both local transportation within the county and transportation from Sierra County to Las Cruces. Sierra County is rurally isolated and the need for local and regional transportation is a priority for future economic development. Hopefully working together we can develop and implement strategies to address transportation issues for Williamsburg and Sierra County.

Trustee Majorie Powey is willing to continue attending monthly meeting if the population based fee is waived for the coming year. Thank you for considering our request.

Sincerely.

Debbie Stubblefield

Mayor Village of Williamsburg

PO Box 150, 309 Veater St.

Williamsburg, NM 87942