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**City of Las Cruces**  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 6 Ordinance/Resolution 10-048 Council District: All

For Meeting of August 3, 2009

**TITLE:**

**A RESOLUTION APPROVING A GOVERNMENT SERVICES AGREEMENT WITH THE NEW MEXICO ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT (EMNRD) IN THE AMOUNT OF \$30,000, AND A MEMORANDUM OF UNDERSTANDING WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) IN THE AMOUNT OF \$31,000 TO FUND FISCAL YEAR 2010 OPERATIONS OF THE RIDESHARE PROGRAM AND TO AMEND THE BUDGET ACCORDINGLY.**

**PURPOSE(S) OF ACTION:** To approve the continuing agreements with the New Mexico Energy, Minerals, and Natural Resources Department (EMNRD) and the New Mexico Department of Transportation (NMDOT) which will fund the Rideshare program operations for FY 2010.

<b>Name of Drafter:</b> Carole Grady		<b>Department:</b> Transit		<b>Phone:</b> (575) 639-0123	
<b>Department</b>	<b>Signature</b>	<b>Phone</b>	<b>Department</b>	<b>Signature</b>	<b>Phone</b>
Originating Department	<i>[Signature]</i>		Budget	<i>[Signature]</i>	541-2106
			Assistant City Manager	<i>[Signature]</i>	2271
Legal	<i>[Signature]</i>	2128	City Manager	<i>[Signature]</i>	2076

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:** The State annually funds the Rideshare Program of the RoadRunner Transit Department through the NMDOT and the EMNRD. The Rideshare Program has been in existence since 1986 and assists commuters in Southern Doña Ana, Luna and El Paso Counties in making choices for energy efficient transportation options through on-site education, its website at <http://www.nmridesare.org>, and a toll free number, 1-800-CARPOOL (1-800-227-7665). Staff is requesting approval of these agreements which will fund FY 2010 Rideshare programming. The agreements are attached as Exhibits "A" and "B"

Since the time Council approved the FY 2010 Budget in May 2009, EMNRD increased its FY 2010 support from \$21,500 to \$30,000. Therefore, acceptance of this agreement also requires a budget adjustment for the Rideshare Program as per Exhibit "C".

**SUPPORT INFORMATION:**

<b>Fund Name / Account Number</b>	<b>Amount of Expenditure</b>	<b>Budget Amount</b>
Transit Department	NMDOT \$31,000.00	\$68,030.00
Rideshare Program –	EMNRD 30,000.00	
Org 59685050 all objects	CLC 7,030.00	

1. Resolution
2. Exhibit "A" - Government Services Agreement with the New Mexico Energy, Minerals, and Natural Resources Department (EMNRD).
3. Exhibit "B"- Memorandum of Understanding with the New Mexico Department of Transportation (NMDOT).
4. Exhibit "C" – Budget adjustment.

**OPTIONS/ALTERNATIVES :**

1. Vote "Yes" to accept the Government Services Agreement (GSA) in the amount of \$30,000 between the City of Las Cruces and the New Mexico Energy Minerals and Natural Resources Department and the Memorandum of Understanding (MOU) in the amount of \$31,000 between the City of Las Cruces and New Mexico Department of Transportation for funding the FY 2010 Rideshare Program and to amend the budget accordingly.
2. A "No" vote will result in the cancellation of this program due to non-availability of funds.
3. Modify the Resolution and provide staff with alternative direction

**RESOLUTION NO. 10-048**

**A RESOLUTION APPROVING A GOVERNMENT SERVICES AGREEMENT WITH THE NEW MEXICO ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT (EMNRD) IN THE AMOUNT OF \$30,000, AND A MEMORANDUM OF UNDERSTANDING WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) IN THE AMOUNT OF \$31,000 TO FUND FISCAL YEAR 2010 OPERATIONS OF THE RIDESHARE PROGRAM AND TO AMEND THE BUDGET ACCORDINGLY.**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces has entered into several agreements with New Mexico State Department of Transportation (NMDOT) and the New Mexico Energy, Minerals, and Natural Resources Department (EMNRD) to fund the Rideshare Program; and

**WHEREAS**, the Rideshare Program has provided information and education on alternative transportation since 1989; and

**WHEREAS**, NMDOT has submitted a proposed Memorandum of Understanding (MOU) in the amount of \$31,000, and EMNRD has submitted a Government Services Agreement (GSA) in the amount of \$30,000, both to fund the FY 2010 operations of the Rideshare Program.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** the Mayor, or his designee, is hereby authorized to sign the MOU from the NMDOT, and the GSA from EMNRD designated as Exhibits "A" and "B", attached hereto and made a part of this Resolution.

(II)

THAT the FY 2010 Budget for the Rideshare Program be amended to reflect these agreements designated as Exhibit "C", attached hereto and made a part of this Resolution.

(II)

THAT City Staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

(SEAL)

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

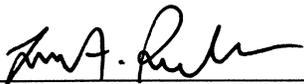
Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

VOTE:

Mayor Miyagishima: \_\_\_\_\_  
Councillor Silva: \_\_\_\_\_  
Councillor Connor: \_\_\_\_\_  
Councillor Archuleta: \_\_\_\_\_  
Councillor Small: \_\_\_\_\_  
Councillor Jones: \_\_\_\_\_  
Councillor Thomas: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**STATE OF NEW MEXICO  
GOVERNMENTAL SERVICES AGREEMENT  
BETWEEN THE  
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT  
AND  
THE CITY OF LAS CRUCES**

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico Energy, Minerals, and Natural Resources Department (EMNRD) and the City of Las Cruces (Contractor).

**THE PARTIES MUTUALLY AGREE:**

1. Scope of Work: Contractor shall hire a Rideshare Program (Program) Coordinator to facilitate and document an increase in the use of carpooling, van pooling and public transportation in the Las Cruces region (south-central New Mexico).

To successfully accomplish this, Contractor shall complete the following tasks:

**A. Document Program Registrants & Matches**

Maintain an electronic Excel database of carpool/vanpool registrants and matches with the Program that contains the following information for each person: date of registration, name of registrant, the registrant's desired origins and destination, and the registrant's preferred contact information. Enter information on registrants into the electronic database within one week of contact. Provide EMNRD with the prior quarter's electronic database on CD in Excel Version 2007 or later with each quarterly report. EMNRD may extend task due dates if Contractor requests it in writing and EMNRD is satisfied that significant progress is being made.

**B. Commuter Pool Status Tracking**

Identify all commuter pools (groups of people that share rides in the same vehicle) within the Program and track their status each quarter using an electronic spreadsheet in Excel. Commuter pool status tracking shall include: whether each commuter pool is active or inactive, an estimate of miles traveled per quarter for each commuter pool, the number of people in each commuter pool, and each commuter pool organizer's name. Update the status of each commuter pool every quarter. Provide the prior quarter's commuter pool status tracking data to EMNRD with each quarterly report.

**C. Program Marketing**

Conduct marketing and promotional activities to support program goals and objectives (Attachment 1, Program Goals and Objectives). Participate in a minimum of five marketing and promotional events per year, including at least one event per quarter.

Prepare Rideshare program information that can be emailed to employers and commuters and submit electronic materials to EMNRD for review by December 31, 2009. Provide new public service announcements for Channel 20 (City of Las Cruces Government Channel) each quarter. Provide local English language media outlets with news coverage of Rideshare activities every quarter. Provide local Spanish language media outlets with new coverage of Rideshare activities every quarter. Advertise the toll-free Program phone number and website on billboards in the Las Cruces area for at least six months of each year. Provide a written report detailing Program marketing activities each quarter. Provide a written summary of the prior quarter's program marketing activities to EMNRD with each quarterly report.

#### **D. Reporting on Program Activities**

Provide EMNRD with quarterly reports and Rideshare invoices not later than the 25th of the month following each quarter. Provide EMNRD with quarterly electronic reports that detail the following information:

1. a summary of Program registrations by month;
2. the prior quarter's database of carpool/vanpool registrants and matches (as described above in section 1.A.);
3. the prior quarter's commuter pool status tracking data (as described in section 2.A.);
4. a written summary of the prior quarter's Program marketing activities (as described above in section 3.A.); and
5. any pertinent supplementary data, photos, comments or news coverage that highlight Rideshare program successes and challenges.

#### **2. Compensation:**

A. EMNRD shall pay Contractor for services satisfactorily rendered in an amount not to exceed thirty thousand dollars (\$30,000.00), which shall include New Mexico Governmental Gross Receipts Taxes, if applicable, and any travel necessary. EMNRD shall make quarterly payments of \$7,500 upon the satisfactory and timely completion of work and submission of each quarterly report as described above in the Scope of Work.

Payment shall not relieve the Contractor of any unperformed obligations under the Scope of Work. Contractor shall not be entitled to receive any payment unless supported by appropriate billing statements and documentation as provided within this Paragraph. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. Contractor shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

3. Term: This Agreement is effective as of July 1, 2009. It shall terminate on June 30, 2010, unless earlier terminated pursuant to the Termination Paragraph or the Appropriations Paragraph.

4. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify obligations or duties accrued prior to the termination date. If a party fails to fulfill this Agreement's terms, after the other party provides written notice of the failure to perform and a reasonable opportunity to comply, the notifying party may immediately terminate this Agreement for breach of contract. These provisions are not exclusive and do not waive other legal rights and remedies afforded EMNRD in such circumstances as Contractor's default or breach of contract.

5. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and U.S. Department of Energy (DOE) granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding and accepted by Contractor.

6. Status of Contractor: The Contractor and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that written authority.

7. Assignment: Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

8. Subcontracting: Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Contractor in relation to a subcontract if Contractor does not obtain prior written approval.

A. Contractor is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received and methods used to select each subcontractor.

B. Any subcontract shall include provisions necessary to allow Contractor to meet its obligations and requirements under this Agreement.

C. Travel expense reimbursement requested for subcontractors, if applicable, will be reimbursed in accordance with rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, Section 10-8-1, *et seq.*, as implemented by the current DFA Rule and the current EMNRD Travel Policy.

9. Release: Contractor, upon final payment of all amounts due under this Agreement, releases EMNRD and its employees from all liabilities, claims and obligations whatsoever arising from or related to this Agreement. Contractor agrees not to purport to bind the State of New Mexico to any obligation not expressly assumed herein, without EMNRD's express written authorization, and then only within the strict limits of that written authority.

10. Acknowledgment: Contractor shall acknowledge EMNRD and DOE as co-sponsors and funding sources in all news releases, programs, proceedings and related publicity/publications for the Project.

11. Product of Services; Copyright: All materials developed or acquired by Contractor under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Contractor produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Contractor. EMNRD agrees that Contractor shall retain all of Contractor's proprietary methodologies which were not created under this Agreement.

12. Conflict of Interest: Contractor warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through -18, regarding contracting with a public officer or state employee have been followed.

13. Amendment: This Agreement shall not be altered, changed or amended except by written instrument executed and approved by the parties hereto.

14. Waiver: No waiver of any breach of this Agreement or any of the terms or conditions hereof shall be a waiver of any other or subsequent breach; no waiver shall be valid or binding unless the same be in writing and signed by the party alleged to have granted the waiver.

15. Merger: This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless as embodied in this Agreement.

16. Penalties for Violation of Law: The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

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

18. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Compliance with Law and Funding Source Conditions: Contractor shall comply with all applicable state and federal statutes and regulations, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

20. Insurance Coverage: Contractor shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves or insurance provided by a third party, prior to commencing work under this Agreement and in no case later than 15 days after this Agreement's execution. Contractor shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Contractor shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, Sections 52-1-1, et seq., if applicable. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, Section 41-4-19, as it may be amended from time to time.

21. Records and Audit:

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them until June 30, 2013. These records shall be maintained and available within the State of New Mexico if the Contractor has an office within the state; otherwise, Contractor shall make such records available to EMNRD within 30 days upon EMNRD's request. During this time, such records shall be subject to inspection by EMNRD, DFA, the State Auditor and DOE. Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses related to this Agreement for which exception is under consideration by DOE or any authorized representative and shall continue until all potential litigation, appeals, claims or exceptions have expired or been resolved.

B. If Contractor receives \$500,000 or more in federal funding from all sources in the aggregate in a fiscal year, Contractor's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state and local government audit requirements under the State Energy Program (SEP), 10 C.F.R., part 420 and 10 C.F.R. 600, 2 C.F.R. Part 225 and OMB Circular and A-133, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. 2 C.F.R. Part 225 and OMB Circular and A-133, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Contractor shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

22. Liability: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq., as amended.

23. Procurement, Utilization and Disposition of Property: Contractor shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Contractor has any property in its possession belonging to EMNRD, Contractor shall account for the property and dispose of it as EMNRD directs. All property acquired by the Contractor or procured under this Agreement shall be used and disposed of in accordance with DOE's regulations governing disposal of property.

24. Minimum Wage Rate: If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor and Industrial Division, and with all other applicable requirements of that Division, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

25. Attorney's Fees and Costs: Contractor agrees that if a court of competent jurisdiction finds Contractor has breached this Agreement, or amendments hereto, or to have committed any tortious act relating to this Agreement's scope, EMNRD may recover from Contractor reasonable attorneys' fees and costs in connection with litigation brought to obtain the judicial determination.

26. Invalid Term or Condition: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

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

28. Authority: The individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor or any other entity is necessary to enter into a binding contract.

**IN WITNESS WHEREOF**, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES  
 DEPARTMENT**

By: \_\_\_\_\_

Date:

Cabinet Secretary or Designee \_\_\_\_\_

**CITY OF LAS CRUCES**

By: \_\_\_\_\_  
Authorized Representative/Title

Date: \_\_\_\_\_

**Attachment 1****RIDESHARE PROGRAM GOALS AND OBJECTIVES**

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**Goal 1: To conserve petroleum-based transportation fuels.**

- Objective 1:** Increase use of multiple-occupant vehicles
- Objective 2:** Promote walking and bicycling
- Objective 3:** Promote use of fuel-efficient commuter vehicles

**Goal 2: To reduce vehicle miles traveled and associated repairs of the region's roads and highways.**

- Objective 1:** Encourage trip reduction
- Objective 2:** Promote public transportation

**Goal 3: To improve region's air quality through reduction of mobile source emissions.**

- Objective 1:** Reduce the number of single-occupant vehicles
- Objective 2:** Expand the number of vanpools and carpools

**Goal 4: To educate the public regarding the benefits of alternative transportation.**

- Objective 1:** Distribute relevant educational materials
- Objective 2:** Participate in appropriate public forums

**Goal 5: To increase the use of car pooling, van pooling and public transportation in the region.**

- Objective 1:** Continue diverse media campaigns
- Objective 2:** Participate in public outreach activities
- Objective 3:** Provide education on commuting alternatives

**Goal 6: To provide the public with information on available carpooling, van pooling, non-motorized and public transportation options.**

- Objective 1:** Link matching software to erideshare.com NM pages
- Objective 2:** Promote 1-800-CAR-POOL number on media ads
- Objective 3:** Promote local and regional public transit programs through distribution of those program's brochures, schedules, and advertising materials.

Vendor Number 0000054342  
 Contract Number \_\_\_\_\_  
 Project Number \_\_\_\_\_  
 Control Number \_\_\_\_\_

Original 3 of 3  
 Transit and Rail

**FISCAL YEAR 2009/2010**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE NEW MEXICO DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE CITY OF LAS CRUCES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the State of New Mexico, hereinafter referred to as "STATE", acting through its New Mexico Department of Transportation, Transit and Rail Division, hereinafter referred to as "DEPARTMENT", and THE CITY OF LAS CRUCES, hereinafter referred to as CITY.

**WHEREAS**, Section 126(d) of the Surface Transportation Assistance Act of 1978 declares that special effort should be made to promote commuter modes of transportation which conserve energy, reduce pollution, and reduce traffic congestion; and

**WHEREAS**, the State of New Mexico desires to participate in the Section 126(d) Program; and

**WHEREAS**, the State of New Mexico desires to participate in the Congestion Mitigation and Air Quality (CMAQ) Program, pursuant to 23 U.S.C. Section 149, et. seq.; and

**WHEREAS**, the Governor of New Mexico has designated the New Mexico Department of Transportation to receive and administer the Federal funds under this program; and

**WHEREAS**, the CITY has expressed a desire to obtain financial assistance to promote ridesharing programs, and Transportation Demand Management programs using Federal-aid urban system funds, and said application has been approved by the DEPARTMENT; and

**WHEREAS**, the DEPARTMENT, under the authority granted by NMSA 1978, Section 67-3-69, and the CITY wish to enter into and execute a contract for the purpose of implementing a Section 126(d) Project for Federal reimbursement;

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants, promises, agreements and representations herein, the parties agree as follows:

**SECTION 1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide for the undertaking of promoting ridesharing and Transportation Demand Management activities (hereinafter referred to as "Project") by the CITY and to state the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

**SECTION 2. SCOPE OF PROJECT**

The CITY shall undertake and complete the Project as described in its Application, attached hereto as Exhibit "A", which is incorporated herein by reference, and made part of this Agreement.

**SECTION 3. COST OF PROJECT**

The DEPARTMENT shall pay to the CITY for services rendered an amount not to exceed the sum of \$31,000 in Surface Transportation Program funds. The CITY shall provide local matching and operational funds in the amount of \$7,030. The project budget is attached hereto as Exhibit "B" and is incorporated herein by reference and made a part of this Agreement. Expenses incurred during the term of this Agreement will be reimbursable.

**SECTION 4. TERM OF AGREEMENT**

This Agreement shall be in effect July 1, 2009, through JUNE 30, 2010, or until the total amount of Federal funding of this Agreement is expended, whichever comes first. Federal funds not expended by JUNE 30, 2010, shall revert back to the DEPARTMENT. Funds will not be reimbursable to the CITY until Federal Fiscal Year 2009/2010 obligation authority becomes available to the DEPARTMENT, approximately October, 2009.

**SECTION 5. STATE GENERAL APPROPRIATION FUNDS NOT TO BE OBLIGATED**

Nothing herein shall be construed as obligating State general appropriation funds for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments are to be made by the DEPARTMENT solely from Federal funds made available to the DEPARTMENT for said purpose(s).

**SECTION 6. PROCUREMENT REQUIREMENTS**

The CITY shall make purchases of all Project equipment financed in whole or in part pursuant to this Agreement in accordance with the procedures set forth by the DEPARTMENT and the Federal Highway Administration, hereinafter referred to as FHWA and applicable State law and regulations.

The DEPARTMENT shall concur in writing with the bid award prior to any Agreement or contract being executed for the purchase of services or capital equipment for the Project exceeding \$2,500.

**SECTION 7. TERMINATION FOR CAUSE**

The DEPARTMENT, has the option to terminate this AGREEMENT in whole or in part if the SUBGRANTEE fails to comply with any provisions of this AGREEMENT. Termination shall be effected by serving a notice of termination on the SUBGRANTEE setting forth the manner in which the SUBGRANTEE is in default. By such termination neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the AGREEMENT.

The DEPARTMENT in its sole discretion may, in the case of a termination for breach or default, allow the SUBGRANTEE a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the SUBGRANTEE has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the SUBGRANTEE has not begun and proceeded in good faith to correct the breach, the DEPARTMENT may declare the SUBGRANTEE in default and terminate the Agreement effectively immediately. The DEPARTMENT shall retain any and all other remedies available to it under law. Upon termination of this AGREEMENT, the SUBGRANTEE shall return the Program equipment as specified in Section 2. "SCOPE OF THE PROJECT."

In the event of termination for cause, the CITY shall not be entitled to any reimbursement of the CITY's share of the purchase cost of capital equipment or damages. The CITY further agrees not to sue the State of New Mexico for damage thereof. Upon cancellation of this Agreement, the CITY shall return the Project equipment as specified in Section 2. SCOPE OF PROJECT.

#### **SECTION 8. SUBCONTRACTS**

The CITY shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written approval of the DEPARTMENT.

Should subcontract(s) be authorized by the DEPARTMENT, the sub-contractor(s) shall be subject to all provisions of this Agreement. It shall be the CITY's responsibility to duly inform the subcontractor(s) by means of a contract or other legally binding document stipulating the subcontractor's responsibility to this Agreement.

All subcontracts funded in whole or in part by 23 CFR Part 656 funds shall include in its entirety the language contained in Section 17 (DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY) of this Contract.

#### **SECTION 9. AUDIT**

The CITY shall grant the DEPARTMENT, the State and the Federal government or any of their duly authorized representatives the right of access to any books, documents, papers and records of the CITY or his subcontractor which are directly pertinent to this Contract for the purpose of making audits, examination excerpts, and transcriptions.

The CITY agrees to reimburse the DEPARTMENT for any expenditure under this Agreement for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the DEPARTMENT, the State or Federal Government.

The CITY shall ensure that an annual audit of the Project based on the CITY's fiscal year shall be conducted pursuant to OMB Circular A-110 or A-133, whichever is applicable. Prior to initiation of the annual audit, the CITY shall inform the DEPARTMENT of the firm proposed to

conduct the audit and the DEPARTMENT shall approve the proposed audit firm. The CITY agrees to provide the DEPARTMENT with a copy of the audit report concerning any portion of the Contract period, as soon as it is released, but in no case later than six months following the close of the local fiscal year. Audit costs are an eligible administrative expense. Should the CITY fail to produce the annual audit, the DEPARTMENT may, at its option, commission such an audit payable out of Project funds.

#### **SECTION 10. AUDIT EXCEPTIONS**

If Federal or State audit exceptions are made relating to this Agreement, the CITY shall reimburse all costs incurred by the State of New Mexico and the DEPARTMENT associated with defending against the audit exceptions or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorneys fees based upon reasonable charges in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from the DEPARTMENT, the CITY shall reimburse the amount of the audit exception and any other related costs directly to the grantor or the DEPARTMENT as specified by the DEPARTMENT in the notification.

#### **SECTION 11. RETENTION OF RECORDS**

The CITY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project, and shall make all such materials available to the DEPARTMENT, the Federal Highway Administration, the Comptroller General of the United States or their representatives at any reasonable time during the term of this Agreement and at the DEPARTMENT's offices, and for three (3) years from the date of the last expenditure report.

#### **SECTION 12. AMENDMENT**

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

#### **SECTION 13. SCOPE OF AGREEMENT**

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior

agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

#### **SECTION 14. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the New Mexico Department of Transportation and the Federal Highway Administration for performance of this Agreement. If sufficient appropriation and authorization are not made, this Agreement shall terminate upon written notice being given by the DEPARTMENT to the CITY. The DEPARTMENT's decision as to whether sufficient appropriations are available shall be accepted by the CITY and shall be final.

#### **SECTION 15. EQUAL OPPORTUNITY COMPLIANCE**

The CITY agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the CITY agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the CITY is found to not be in compliance with these requirements during the term of this Agreement, the CITY agrees to take appropriate steps to correct these deficiencies.

#### **SECTION 16. CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE**

The Department and CITY shall comply with all federal, state and local laws and ordinances applicable to the work called for herein. The Department and CITY further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Executive Order 12898 entitled "Federal Actions Environmental Justice in Minority Populations and Low-income Populations", the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, and

Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR 60). Accordingly, 49 CFR 21 is applicable to this Agreement and incorporated herein by reference.

**SECTION 17. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND POLICY**

In accordance with Title 49 Code of Federal Regulations Part 26 (49 CFR 26) or as may be amended, the CITY shall agree to abide by and take all necessary and reasonable steps to comply with the following:

**(A) DBE Policy:** It is the policy of the Department to implement the provisions of 49 CFR 26, other pertinent regulations, and source legislation. The objectives are:

1. To ensure nondiscrimination in the award and administration of United States Department of Transportation (DOT) assisted contracts in the DOT's highway, transit, and airport financial assistance programs;
2. To create a level playing field on which DBEs can fairly compete for DOT-assisted contracts;
3. To ensure that DOT's DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet the eligibility standards specified in 49 CFR 26 are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
6. To assist the development of firms that can complete successfully in the marketplace outside the DBE Program.

**(B) DBE Obligations:** The Department will establish the state DBE goal on an annual basis. The CITY shall contact the Department's Office of Equal Opportunity Programs to obtain the current goal.

1. Means of Attaining the State Goal: The Department will meet the state DBE goal on federally assisted projects through race neutral measures. There will be no individual project goals on federally assisted projects unless an analysis of DBE utilization

indicates that the goal falls substantially short of the annual goal and that good faith efforts have not been fulfilled. In the event the Department adopts race conscious measures to attain the state DBE goal, the CITY shall be required to implement the individual project goal established by the Department.

2. Record Keeping Responsibilities: The CITY is responsible to assure that its DBE liaison officer completes and submits the appropriate forms required by the DBE Program to the Department's project manager or to the Department's Office of Equal Opportunity Program Bureau (OEOPB) at the following address:

New Mexico Department of Transportation  
 OEOPB  
 Aspen Plaza, Suite 107  
 1596 Pacheco Street  
 Santa Fe, New Mexico 87505

**(C) Department's DBE Program:** The Department's DBE Program, 18 NMAC 28.2 as required by 49 CFR 26 and as approved by DOT, is incorporated herein by reference and made part of this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the CITY of its failure to carry out the terms and conditions of the DBE Program, the Department may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

**(D) Recipient/CITY Assurances:** Each contract the CITY enters into with a construction contractor, design consultant, other consultant or recipient on a DOT-assisted project shall ensure that such contract and subcontracts shall include the following assurances:

1. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR 26. The Department shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and the administration of DOT-assisted contracts. The Department's DBE Program, as required by 49 CFR 26 and as approved by DOT, is incorporated herein by reference and made part of this

Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the DOT may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

2. The recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The recipient shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the recipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Department deems appropriate.

#### **SECTION 18. REVERSION OF SURPLUS FUNDS**

There shall be strict accountability for all receipts and disbursements relating hereto. If upon termination of this Agreement there is any property, materials, or equipment belonging to the DEPARTMENT, the CITY shall account for the same and dispose of them as directed by the DEPARTMENT.

#### **SECTION 19. OFFICIALS NOT TO BENEFIT**

No member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

#### **SECTION 20. REPORTING REQUIREMENTS**

The CITY shall keep satisfactory records with regard to the use of the property and shall submit to the DEPARTMENT, as requested, such information as is required by the DEPARTMENT in order to assure compliance with this Agreement and shall immediately notify the DEPARTMENT in all cases where Project equipment is used in a manner substantially different from that described in the Project Description.

Quarterly Reporting - A "Quarterly Report" and certification that the project equipment is still being used in accordance with the terms of the Agreement shall be submitted to the

DEPARTMENT by the CITY not later than the 25th of the month following the end of the quarter.

During the period of performance under this Agreement, the CITY shall maintain, at its own expense, the Project equipment at a high level of cleanliness, safety, and mechanical soundness. The DEPARTMENT and FHWA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Agreement.

The CITY agrees to notify the DEPARTMENT immediately of any vehicular accidents, thefts or vandalism involving any Project equipment.

Failure of the CITY to notify the DEPARTMENT shall be considered a material breach of contract subject to the provisions of Section 7. TERMINATION FOR CAUSE.

#### **SECTION 21. METHOD OF PAYMENT**

The DEPARTMENT shall reimburse the CITY for the DEPARTMENT'S share of the eligible expenses upon receipt of invoices, with sufficient supporting documentation as determined and/or approved by the DEPARTMENT, indicating that expenses have been paid, such invoices to be submitted on a quarterly basis and received by the DEPARTMENT by the 25th day of the month following the end of a quarter. All expenses must be actual rather than estimated and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted due to the possibility of audit exceptions. Only those expenses or percentage thereof, properly documented and deemed eligible, will be reimbursed under this program.

#### **SECTION 22. THIRD PARTY BENEFICIARY CLAUSE**

This Agreement is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

#### **SECTION 23. NEW MEXICO TORT CLAIMS ACT**

By entering into this AGREEMENT, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this AGREEMENT. Any

liability incurred in connection with this AGREEMENT is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. 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. The CITY and its "public employees" as defined in the New Mexico Tort Claims Act, the DEPARTMENT and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this AGREEMENT modifies and/or waives any provision of the New Mexico Tort Claims Act.

**SECTION 24. JURISDICTION**

This Agreement and all work hereunder shall be subject to the laws, rules, regulations and decrees of the State of New Mexico.

**SECTION 25. SEVERABILITY**

In the event any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

**SECTION 26. LOBBYING CERTIFICATION**

- A. As required by the U.S. DOT regulations, (New Restrictions on lobbying), at 49 CFR 20.110, the CITY'S authorized representative certifies to the best of his or her knowledge and belief that for each application for Federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of any Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative Agreement, and (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with any application to FTA for Federal assistance, the CITY assures that it will complete and submit standard Form-LLL, (Disclosure Form to Report Lobbying), including the information required by the form's instructions.

- B. The CITY understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The CITY also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below specified.

NEW MEXICO DEPARTMENT OF TRANSPORTATION  
"DEPARTMENT"

CITY OF LAS CRUCES  
"CITY"

By: \_\_\_\_\_  
Max E. Valerio, P.E.  
Deputy Secretary of Programs & Infrastructure

By: \_\_\_\_\_  
Mayor, City of Las Cruces

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency by Department's Office of General Counsel

By: Javier Lopez  
Javier Lopez, Assistant General Counsel

Date: 7-9-09

Approved as to form

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**EXHIBIT "A"**

**City of Las Cruces and Southwestern New Mexico  
RIDESHARE Program Plan  
July 1, 2009 through June 30, 2010**

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**INTRODUCTION**

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It is proposed that the Las Cruces Area RIDESHARE Program be continued for the fiscal year 2010 (July 1, 2009 through June 30, 2010). The purpose of the RIDESHARE Program is:

**To encourage conservation of petroleum-based transportation fuels.**

**To reduce vehicle miles traveled (VMT) and associated repairs of the region's roads and highways.**

**To improve region's air quality through reduction of mobile source emissions.**

**To educate the public regarding the benefits of alternative transportation.**

**To increase the use of car pooling, van pooling and public transportation in the region.**

**To provide the public with information on available carpooling, van pooling, non-motorized and public transportation options.**

RIDESHARE will accomplish these goals with comprehensive and diversified strategies and activities, including multi-media marketing, promotional activities and community outreach.

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**BACKGROUND**

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RIDESHARE was established in 1989/90 with a grant from the New Mexico Energy Minerals and Natural Resources Department (EMNRD). Previously known as Sunpool, the program was renamed RIDESHARE and developed into a program that promotes alternative transportation use. The subsequent years of the RIDESHARE Program have seen the development of an award-winning print campaign, use of multi-media marketing programs, annual community event participation and numerous special projects as a conduit to increase public awareness of alternative transportation as a means to increase energy conservation, reduce traffic congestion, reduce road use and improve the environment.

The program is now funded by EMNRD, New Mexico State Department of Transportation (NMDOT) and the City of Las Cruces (City). The program serves the southwestern region of the state of New Mexico.

**PROGRAM GOALS AND OBJECTIVES**

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**Goal 1: To conserve petroleum-based transportation fuels.**

- Objective 1:** Increase use of multiple-occupant vehicles
- Objective 2:** Promote walking and bicycling
- Objective 3:** Promote use of fuel-efficient commuter vehicles

**Goal 2: To reduce vehicle miles traveled (VMT) and associated repairs of the region's roads and highways.**

- Objective 1:** Encourage trip reduction
- Objective 2:** Promote public transportation

**Goal 3: To improve region's air quality through reduction of mobile source emissions.**

- Objective 1:** Reduce the number of single-occupant vehicles
- Objective 2:** Expand the number of vanpools and carpools

**Goal 4: To educate the public regarding the benefits of alternative transportation.**

- Objective 1:** Distribute relevant educational materials
- Objective 2:** Participate in appropriate public forums

**Goal 5: To increase the use of car pooling, van pooling and public transportation in the region.**

- Objective 1:** Continue diverse media campaigns
- Objective 2:** Participate in public outreach activities
- Objective 3:** Provide education on commuting alternatives

**Goal 6: To provide the public with information on available carpooling, van pooling, non-motorized and public transportation options.**

- Objective 1:** Link matching software to erideshare.com NM pages
- Objective 2:** Promote 1-800-CAR-POOL number on media ads
- Objective 3:** Promote local and regional public transit programs through distribution of those program's brochures, schedules, and advertising materials.

## TASKS

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- Task 1:** Maintain an electronic database, in the excel format, of carpool/vanpool registrants and matches with the following information:
- the date of registration
  - the name of each registrant
  - the registrant's desired origins and destinations
  - the registrant's preferred contact information, which may be a telephone number, a FAX number, an e-mail address, a postal address or any or all of the above
  - information on registrants shall be entered into the electronic data base within one week of a contact with the program manager.
- Task 2:** Conduct marketing and promotional activities to support program goals and objectives.
- Participate in a minimum of five (5) marketing and promotional events per year, including at least one (1) event per quarter. Examples of events include:
    - the Southern New Mexico State Fair
    - the Whole Enchilada Fiesta
    - New Mexico Walk-to-Work Week
    - National Earth Day Events
    - Community Bicycle Events
    - Keep Las Cruces Beautiful events
    - Seniors in Motion Week
    - The Southwest Environmental Energy Fair
    - Events at New Mexico State University
    - Events at the Doña Ana Branch Community College
  - Contract for local PSA materials, secure event-specific advertising, and co-sponsor advertising of appropriate community events and activities when possible
    - Distribute program information at information centers in the Counties of Doña Ana and El Paso every month
  - Maintain local telephone directory listings for the Ride Share program
  - Provide new public service announcements for Channel 20 (City of Las Cruces Government Channel) each quarter
    - Provide local English language media outlets with news coverage of rideshare activities every quarter
    - Provide local Spanish language media outlets with new coverage of rideshare activities every quarter
    - Advertise the toll-free Rideshare phone number and website on billboards in the Las Cruces area for at least six months of each year.
- Task 3:** Provide current public transportation information and referrals for interested persons.
- Utilize appropriate voice-mail messaging services
  - Refer inquiries when appropriate to other programs

**Task 4:** Work cooperatively with organizations and entities to facilitate the development of carpools and vanpools.

- Attend monthly Las Cruces MPO's Bicycle and Pedestrian Facilities Activities Committee (BPFAC) to promote multi-modal transportation options.
- Maintain an electronic database that includes public information officer contact information for the ten largest private sector employers in the Counties of Doña Ana and El Paso, and for the following governmental entities:
  - New Mexico State University
  - Doña Ana Branch Community College
  - The University of Texas, El Paso
  - The El Paso Community College
  - Fort Bliss
  - White Sands Missile Range
  - Holloman Air Force Base
  - NASA-Johnson Space Facility
  - NM State Corrections Facilities
  - Department of Homeland Security Immigration and Naturalization Service.
- Prepare Rideshare program information that can be stored electronically and emailed to employers, EMNRD and NMDOT
- Upon approval of program materials by EMNRD and NMDOT, distribute electronic materials to employers
- Provide employers and individuals with referrals to other public transportation providers and to agencies with information on tax credit potentials for employers and individuals.

**Task 5:** Reporting on Program Activities

- Provide NMDOT and EMNRD with Quarterly Reports and Rideshare invoices. Quarterly reports shall be submitted electronically and shall include:
  - a summary of registrations by month
  - copies of written documentation including telephone logs, letters and emails, between the program manager and the commuter pool
  - the prior quarter's database
  - a status report for each commuter pool describing if the commuter pool is active or inactive
  - an estimate of miles traveled per quarter for each commuter pool
  - the number of people in each commuter pool
  - each commuter pool organizer's name
  - a summary of the results of all meetings attended
  - documentation of communications with Rideshare registrants
  - any supplementary data, photos, comments or news coverage that highlight Rideshare program successes and challenges

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BUDGET

The following budget is submitted for the FY 2009-2010 City of Las Cruces Rideshare program:

<b>BUDGET FY 2009/2010 RIDESHARE PROPOSAL</b>		
<b>Personnel</b>	<b>BUDGET PROPOSAL</b>	<b>REVENUES</b>
610101 Coordinator salary	\$ 26,717.00	
620100 PERA	\$ 4,048.00	<i>EMNRD</i> <span style="float: right;">\$30,000.00</span>
620210 FICA	\$ 1,514.00	
620220 Medicare	\$ 355.00	<i>NMDOT</i> <span style="float: right;">\$31,000.00</span>
620230 Workers Compensation	\$ 9.00	<i>CLC 10% match</i> <span style="float: right;">\$ 3,444.00</span>
620405 Insurance Admin Fee	\$ 9.00	<b>NMSHTD+CLC=TOTAL</b> <span style="float: right;">\$34,444.00</span>
620406 Retiree Health	\$ 347.00	<b>Add'l City Program</b> <span style="float: right;">\$ 3,586.00</span>
620410 Employee Insurance	\$ 3131.00	<b>Funds</b>
620420 Life & Disability	\$ 104.00	<b>TOTAL</b> <span style="float: right;">\$68,030.00</span>
620440 Dental Ins	\$ 209.00	<b>REVENUE</b>
<b>TOTAL PERSONNEL</b>	<b>\$ 36,443.00</b>	<b>TOTAL BUDGET</b>
<b>Operating</b>		<b>2009/2010</b> <span style="float: right;">\$68,030.00</span>
722101 Document Services	\$ -0-	
722103 Postage & Fed. Exp.	\$ 230.00	
722104 Advertising/Promotion	\$ 19,887.00	
722105 Copying	\$ 100.00	
722108 Printing	\$ 1,870.00	
722190 Purchased Services	\$ 4,000.00	
724190 Travel	\$ 250.00	
724400 Prof or Staff Dues	\$ 300.00	
726300 Telephone	\$ 1,000.00	
726350 Cell Phone	\$ 700.00	
730110 Supplies General	\$ 3,000.00	
730410 Software	\$ 150.00	
730200 Minor Office Equipment	\$ 100.00	
<b>TOTAL OPERATING</b>	<b>\$ 31,587.00</b>	
Total Salaries	\$ 26,717.00	
Total Benefits	\$ 9,726.00	
Total Operating	\$ 31,587.00	
Total Capital		
<b>TOTAL BUDGET 09/10</b>	<b>\$68,030.00</b>	



**CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2009/2010**

Page 1 of 2

<b>FUND</b>	<b>DIVISION</b>		<b>FUND TYPE</b>	
<b>Transit Fund 5920</b>	<b>Public Services</b>		<b>Enterprise</b>	
	<b>FY 2008/09 Projected*</b>	<b>FY 2009/10 Adopted</b>	<b>Adjustment</b>	<b>FY 2009/10 Adjusted</b>
<b>RESOURCES</b>				
Beginning Balance	\$ (103,373)	590,020		590,020
<b>REVENUES</b>				
543711 NMSU Bus Subsidy	\$ 191,155	250,000		250,000
543712 Bus Fares	114,645	112,000		112,000
543714 Token Fares	4,297	3,905		3,905
543715 Bus Passes	34,705	61,000		61,000
543716 Mesilla Subsidy	13,500	11,730		11,730
543731 Dial A Ride Bus Fares	4,534	4,525		4,525
543732 Dial A Ride Bus Tokens	20,718	21,625		21,625
551004 Fed Trans Admin	1,497,006	1,313,400		1,313,400
551004 Federal Transit Capital	1,416,467	946,683		946,683
551006 Federal GSA	0	0		0
552007 Rideshare State Hwy	31,000	31,000		31,000
552008 NMEMNR - Rideshare	21,500	21,500	8,500	30,000
560046 Transit Donations Dial-A-Ride	1,700	2,240		2,240
590020 Sale of Property/Materials	9,900	0		0
592001 Other Reimbursed Expenses	177	100		100
<b>Total Revenues</b>	\$ 3,361,304	2,779,708	8,500	2,788,208
<b>Total Resources</b>	\$ 3,257,931	3,369,728	8,500	3,378,228
<b>EXPENDITURES</b>				
Public Services Department				
Administration 59685010				
Personnel	\$ 228,052	250,992		250,992
Operating	125,801	140,556		140,556
Capital	0	71,178		71,178
Depreciation	128,700	248,230		248,230
Total - 59685010	\$ 482,553	710,956	0	710,956
Fixed Route 59685020				
Personnel	\$ 1,303,027	1,263,775		1,263,775
Operating	733,851	682,233		682,233
Capital	1,661,584	385,000		385,000
Depreciation	236,490	133,900		133,900
Total - 59685020	\$ 3,934,952	2,464,908	0	2,464,908
Dial-A-Ride 59685030				
Personnel	\$ 731,242	743,223		743,223
Operating	214,042	209,838		209,838
Capital	109,000	496,000		496,000
Depreciation	0	0		0
Total - 59685030	\$ 1,054,284	1,449,061	0	1,449,061

\*Projected based on 8 months actual through February 28, 2009 and 4 months projected.

## EXHIBIT "C" CONTINUED

CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2009/2010

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FUND	DIVISION		FUND TYPE	
Transit Fund 5920	Public Services		Enterprise	
	FY 2008/09 Projected*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
Bus Maintenance 59685040				
Personnel	\$ 313,394	317,123		317,123
Operating	68,464	47,600		47,600
Capital	5,600	180,400		180,400
Total - 59685040	\$ 387,458	545,123	0	545,123
Rideshare 59685050				
Personnel	\$ 34,615	32,723	3,720	36,443
Operating	26,191	21,794	9,793	31,587
Total - 59685050	\$ 60,806	54,517	13,513	68,030
GSA Operating Assistance 59685070				
Personnel	\$ 0	0		0
Operating	0	0		0
Total - 59685070	\$ 0	0	0	0
5% reduction	0	0		0
<b>Total Expenditures</b>	<b>\$ 5,920,053</b>	<b>5,224,565</b>	<b>13,513</b>	<b>5,238,078</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer from Fund 1000 - General Fund	\$ 2,049,000	1,134,067		1,134,067
Transfer from Fund 1200 - VAF Fund	275,000	132,350		132,350
Transfer from Fund 2171 - Older Americans Act Fund	71,752	71,752		71,752
Transfer from Fund 2810 - Gasoline Tax Fund	530,000	1,000,000		1,000,000
Transfer to Fund 1000 - General Fund for Bldg R & M	(15,500)	(15,500)		(15,500)
Transfer to Fund 5921 - Transit Intermodal Ctr	0	0		0
Transfer to Fund 6340 - Liability Claims Fund	(23,300)	(39,941)		(39,941)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 2,886,952</b>	<b>2,282,728</b>	<b>0</b>	<b>2,282,728</b>
<b>ENDING BALANCE With Non-Cash Expense</b>	<b>\$ 224,830</b>	<b>427,891</b>	<b>(5,013)</b>	<b>422,878</b>
Plus: Non-Cash Expense	365,190	382,130	0	382,130
Adjustment due to change in accruals.	0	0		0
<b>ENDING BALANCE</b>	<b>\$ 590,020</b>	<b>810,021</b>	<b>(5,013)</b>	<b>805,008</b>

\*Projected based on 8 months actual through February 28, 2009 and 4 months projected.