

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 10Resolution# 14-182For Meeting of _____
(Ordinance First Reading Date)For Meeting of May 5, 2014
(Adoption Date)

Please check box that applies to this item:

 QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING PAYMENT OF \$48,809.00 TO THE SOUTH CENTRAL COUNCIL OF GOVERNMENTS (SCCOG) FOR THE OPERATION OF THE SOUTH CENTRAL REGIONAL TRANSIT DISTRICT (SCR TD).

PURPOSE(S) OF ACTION:

To authorize payment.

COUNCIL DISTRICT: N/A		
<u>Drafter/Staff Contact:</u> Tom Murphy	<u>Department/Section:</u> Community Development/ MPO	<u>Phone:</u> 528-3225
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces has been a member of the SCR TD since its formation in 2006. The SCR TD was formed under a State law (New Mexico Regional Transit District Act, Chapter 73, Article 25, Sections 1-18, NMSA 1978 (2003)) that allows two or more governments to organize in order to provide and coordinate transit services within the shared territory. The SCR TD is comprised of Doña Ana County and Sierra County and 8 municipalities within those counties. In order to reduce administrative burdens the SCCOG has been operating as fiscal agent for the SCR TD until such time that the SCR TD has sufficient revenues to operate independently. Under State law, a regional transit district has the authority to finance, construct, operate, maintain, and promote an efficient, sustainable, and regional multi-modal transportation system, included in that authority is the ability to request a referendum on the gross receipts tax between 0.0625% and 0.5% for those purposes (to date a referendum has not been passed to finance the SCR TD operations).

Currently, the SCR TD requires interim funding to continue developing transit services. Ultimately, the SCR TD expects to request dedicated funding from the gross receipts through the voters in November 2014. The interim funding is being requested from all ten governments that comprise the SCR TD. This is the second year of interim funding. The interim funding is based upon \$0.50 per capita (Las Cruces 2010 Census - 97,618) making the City's portion \$48,809.00.

The interim funding will be used for pilot projects such as the Alamogordo-Las Cruces service that is being operated by Zia Therapeutic Services Inc. and to begin service for the South Valley. The funding will also provide for the administrative needs of the SCRDT to continue implementing its goals.

As mentioned above the City has been an active participant in the SCRDT since its inception. Regional transit has the potential to bring many benefits to the City that makes this expenditure a worthwhile investment. As the largest population center in the SCRDT, the City contains many of the services that are used by residents of the region. Additionally, regional transit will expand the employee pool available to City businesses. If the SCRDT is successful in its goal for dedicated funding, the amount that would be used for RoadRUNNER expansion is estimated to be approximately \$2 million per year.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Memorandum of Agreement between City of Las Cruces and South Central Regional Transit District.
3. Attachment "A", Invoice # SCRDT-02.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____.
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
<input type="checkbox"/>		Proposed funding is from fund balance in the _____ Fund.	
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$_____ for FY__.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

During the FY14 budget process, a representative of the SCRDT came to a Council meeting and outlined a potential request for ongoing operational funding. The Council voted to allocate \$50,000.00 for this purpose and this amount was included in the Transit section budget. This Resolution would release this money for the purpose that it was intended.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Transit	5920 59323010 772900	\$48,809.00	\$50,000.00	\$1,191.00	TBD

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will authorize the City Manager to transfer the funds to the SCCOG which is acting as the fiscal agent for the SCRTD.
2. Vote "No"; this will not authorize the City Manager to transfer the funds and a new purpose must be found for the budgeted amount.
3. Vote to "Amend"; this would be based on Council direction.
4. Vote to "Table"; this will delay action on the matter.

REFERENCE INFORMATION

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. N/A

RESOLUTION NO. 14-182**A RESOLUTION AUTHORIZING PAYMENT OF \$48,809.00 TO THE SOUTH CENTRAL COUNCIL OF GOVERNMENTS (SCCOG) FOR THE OPERATION OF THE SOUTH CENTRAL REGIONAL TRANSIT DISTRICT (SCRTD).**

The City Council is hereby informed that:

WHEREAS, the City of Las Cruces is an initial member of the SCRTD and a City Councillor represents the City on the SCRTD Board of Directors; and

WHEREAS, the SCRTD is in its preliminary stage of development and in the need of interim funding to assist operations and administrative needs; and

WHEREAS, the SCCOG is the fiscal agent of the SCRTD; and

WHEREAS, the SCRTD Board of Directors passed a Resolution suggesting a 50 cents per capita assessment for each member of the SCRTD; and

WHEREAS, the City Council anticipated such a request and placed \$50,000.00 in the FY14 budget for this purpose; and

WHEREAS, Objective 3 of Goal C of the RoadRUNNER Transit Strategic Plan is to "Support regional initiatives and coordination"; and

WHEREAS, interim funding will help the SCRTD develop pilot transit projects such as the Alamogordo to Las Cruces route operated by Zia Therapy Inc. and Service to Southern Doña Ana County to demonstrate the need for public transportation and the effectiveness of a regional body providing public transportation within the region.

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

(I)

THAT the City Manager of the City of Las Cruces is authorized to sign the Memorandum of Agreement listed as Exhibit "A" to pay the invoice listed as Attachment

"A".

(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 _____, 2014.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

VOTE:

- Mayor Miyagishima: _____
- Councillor Silva: _____
- Councillor Smith: _____
- Councillor Pedroza: _____
- Councillor Small: _____
- Councillor Sorg: _____
- Councillor Levatino: _____

APPROVED AS TO FORM:



City Attorney

545
EXHIBIT "A"

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 FY'14 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 AGREEMENT

1. City agrees to provide to the SCRTRD \$48,809.00 promptly following the approval and execution of this agreement.
2. The SCRTRD 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 SCRTRD 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 SCRTRD 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, 2014.

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 SCRTRD 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

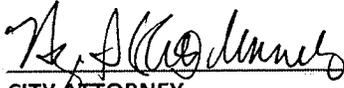
SCRTD:
South Central Regional Transit
District
P.O. Box 7634
Las Cruces, New Mexico 88006

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

INCORPORATED CITY OF LAS CRUCES

BY: _____ **DATE**
Robert Garza
City Manager

APPROVED AS TO FORM:


CITY ATTORNEY

SOUTH CENTRAL REGIONAL TRANSIT DISTRICT

 3/6/14
Nora Barraza, Vice-Chair
Mayor of Mesilla

ATTACHMENT "A"

*South Central Regional Transit***INVOICE**

South Cental Regional Transit
P.O. Box 1072/600 Hwy 195, Suite C
Elephant Butte, NM 87935

2/11/2014

INVOICE # SCRTRD-02

BILL TO:

Robert Garza, City Manager
City of Las Cruces
P.O. Box 20000
Las Cruces, NM 88004

DESCRIPTION	AMOUNT
South Central Regional Transit District Resolution 2012-3 (July 1, 2013-June 30, 2014)	\$ 48,809.00
TOTAL	\$ 48,809.00

Jack L. Valencia
TransCom-LCNM