

**New Mexico Transit Association
Special Called Conference Call Board Meeting
August 22, 2019
10:00 a.m.**

Board Members: Joe Hardin (President), Elizabeth Carter (Vice President), Dorothy Claw (Treasurer), Mary Collins (Secretary), David Harris (ex-officio), Mike Bartholomew, Stan Cooper, Gary Guinn, Anthony Mortillaro, Keith Wilson

Present: _____

By Phone: _____

Absent: _____

Standing Items:

1. Call to Order
2. Roll Call
3. Approval of the Agenda
4. Approve Meeting minutes for July 18, 2019

Action Items:

1. Approve to extend J.D. Bulligton's Professional Service Agreement for the 2020 legislative session
2. Approve to extend Sunny 505 (Griffin & Associates) Contract for the 2020 legislative session
3. Approval of CPA Firm to perform the annual audit and 990

Discussion Items:

1. Nominations to fill the Rural Transit (5311) Representation seat on the board for the remaining term expiring 4/2022

Board Member Announcements:

Next Meeting Date/Time/Location: Thursday, September 19, 2019 – Hosting Agency: Zia Therapy, location to be announced

**New Mexico Transit Association
Board Meeting Minutes
July 23, 2019
Pueblo of Santa Ana Utility Building
1518 Cheena Road
Santa Ana Pueblo, NM 87004**

Standing Items:

1. Call to Order

Meeting called to order at 12:00 p.m. by Joe Hardin

2. Roll Call

Melissa Drake conducted a roll call. Those present or present by phone are listed below:

- Present: Board members Joe Hardin, president; Elizabeth Carter, treasurer. Also present was Melissa Drake, Cody Anderson (Zia Therapy), and Leslie Baca (Jemez Pueblo Healthcare Center – Transportation Office)
- Present by phone: Board members Mike Bartholomew, Mary Collins, secretary; Stan Cooper, Keith Wilson. Also present by phone was: David Harris, New Mexico Department of Transportation Transit Rail and Transit Division.
- Excused: Board members Anthony Mortillaro and Gary Guinn

3. Approval of Agenda

Mike Bartholomew moved to approve the agenda and Elizabeth Carter seconded. Motion passed.

4. Approval of minutes of May 16, 2019 NMTA Board meetings

Motion to approve the minutes of May 16, 2019 made by Keith Wilson; seconded Mary Collins; passed unanimously.

Action Items:

1. Appointment to fill vacant term of president/other seats on executive board that may arise

NMTA Board approved to have Joe Hardin move up from NMTA Vice President to NMTA President. With this, the Vice President seat is now vacant. Stan Cooper nominated Elizabeth Carter to move from Treasurer to Vice President. Elizabeth accepted the nomination. Joe Hardin nominated Gary Guinn to run for the Vice President seat. Gary was contacted and accepted the nomination. An election was held among the board members. Elizabeth Carter was elected to become the NMTA Vice President, leaving the Treasurer seat open.

Nominations were now open for the Treasurer seat. Mary Collins nominated Gary Guinn. Gary was contacted and declined the nomination. Elizabeth Carter nominated Dorothy Claw. Dorothy accepted the nomination. The NMTA board approved and Dorothy Claw is now the NMTA Treasurer.

At this time the next step is to update banking information at Bank of America listing Joe Hardin and Dorothy Claw as authorized check writers for the NMTA bank accounts. At this time, Philo Shelton and Elizabeth Carter will be removed as authorized check writers for the bank accounts.

2. Approve to extend J.D Bullington’s Professional Agreement for the 2020 Legislative Session

Since revised agreement has not been received at this time, this item will be tabled until the next NMTA Board Meeting.

3. Approve to extend Sunny505 (Griffin & Associates) Contract for the 2020 Legislative Session

Since revised contract has not been received at this time, this item will be tabled until the next NMTA Board Meeting.

4. Approval of venue for 2019 Fall Manager’s Conference

Melissa Drake provided an update on venue proposals received. She contacted Buffalo Thunder, Santa Ana Hotel and the Hyatt Regency Tamaya Hotel. Buffalo Thunder is unable to lower hotel rates for attendees below \$120/night. This is too high for our attendees. Since this is the case, Buffalo Thunder did not provide us with a proposal. The Santa Ana Hotel is too busy to provide a proposal at this time. Subsequently, the only venue responding with a proposal is the Hyatt Regency Tamaya.

The Hyatt Regency Tamaya is able to offer us a special rate of \$94/night for our attendees. An estimated cost for a two-day conference, including meeting space, food and beverage will be \$13,754. This amount will be adjusted if we don’t have a full two-day conference and does not include audio/visual needs.

Mike Bartholomew made a motion to approve to have the Fall Manager’s Conference at the Hyatt Regency Tamaya. Stan Cooper seconded the motion. Motion passed with all in favor.

5. Approval of venue for 2020 NM Transit Road-ee, Conference and Expo

At this time, the Hyatt Regency Tamaya is the only venue that has provided a proposal. Reasons stated above as to why other venues were unable to provide us proposals.

Melissa and Elizabeth informed the NMTA Board about recent visits to both the Santa Ana Hotel and Hyatt Regency Tamaya. They also discussed a possible location for the Road-ee. Both hotels are working with the Santa Ana Casino and Santa Ana Pueblo to obtain reserving the lot that was viewed for the Road-ee near Highway 528 and Highway 550.

The Hyatt Regency Tamaya is able to extend their offer to us for the annual conference of the special rate of \$94/night for our attendees. An estimate of cost for a two day conference, including meeting space, food and beverage will be \$54,086. This amount includes food and beverage for 145 attendees, the Road-eo Awards Dinner on the Sunday evening of the Road-eo for 100 people, and food for the Mix and Mingle on Monday evening. This amount does not include audio/visual needs, breakfast or lunch for the Road-eo. If we opt to have Tamaya provide breakfast and lunch for the Road-eo, estimated cost will jump to \$65.153.

After discussion, Mike Bartholomew made a motion to approve the venue with revised dates of 3/28 to 3/31 (typo correction on proposal). Stan Cooper seconded the motion. Motion passed with a unanimous vote.

6. Approval of training topics for the 2020 Training Calendar

David Harris encouraged NMTA to reach out to Deborah Bach for NMDOT guidance as to what topics they want to see NMTA offer. After discussion this item was tabled until the September NMTA Board meeting.

7. Approval of CPA Firm to perform the annual audit and 990

Melissa provided report on CPA Firms that were contacted for proposals to provide the annual full audit and 990. Contacts were made to Atkinson & Company, Pulakos CPA and, Hinkle + Landers. Both Atkinson and Pulakos said they do not work with agencies as small as ours. With this, Hinkle + Landers provided the quotes below:

Quote for 1 year audit, including Form 990	\$5,100.00 + tax					
Quote if contract for a 3 year audit:						
	Hours	2019	Hours	2020	Hours	2021
Financial Statement Audit and form 990	50	\$5,600.00	52	\$5,768.00	53	\$5,941.00
DOT Portion	40	\$4,456.00	41	\$4,590.00	42	\$4,727.00
NMTA Portion	10	\$1,144.00	11	\$1,178.00	11	\$1,214.00
		\$5,600.00		\$5,768.00		\$5,941.00
GRT @ 7.875%		\$392.00		\$404.00		\$416.00
Total Compensation		\$5,992.00		\$6,172.00		\$6,357.00
Note that our fees are all-inclusive (travel, lodging, personnel services, fringe benefits, overhead, etc.)						

Please note that the above quotes were revised as a typo was found by Mike Bartholomew after reviewing the amounts listed for the 2020 audit.

At this time, Mike Bartholomew made a motion to approve a three year contract with Hinkle + Landers, contingent revised amounts for 2020 audit and Form 990, which will be presented at the next NMTA meeting. Keith Wilson seconded the motion. Motion was approved by all.

8. Discussion and Approval of Board Seats to represent: Tribal Transit, Senior Affairs, Non-Emergency Medical Transportation

Mike Bartholomew and Joe Hardin discussed what they believe are Gary Guinn's thoughts to add board seats to represent Tribal Transit, Senior Affairs, and Non-Emergency Medical Transportation. Since Gary was absent from this meeting, Stan Cooper made a motion to table this discussion until the September meeting. Elizabeth seconded the motion. All approved to table.

9. Approval for Melissa Drake to attend APTA TRANSform Conference in New York City, October 13th – 16th.

David Harris questioned the legitimacy for Melissa Drake to attend this particular conference. David Harris proposed other conferences he feels will be better suited for her to attend. With this, Mike Bartholomew made a motion to approve if NMDOT approved the travel request. Stan Cooper seconded, motion passed.

Subcommittee Updates:

Conference, Road-eo, and Training (Elizabeth Carter, Mary Collins and Joe Hardin)

Elizabeth presented the conference expense and revenue report for the 2018 and 2019 NM Transit Conferences. She reported that in 2018 funds available after all expenses were paid and all revenue was received, was \$15,997.87. As for the 2019 conference, funds available to date (with \$3,950.00 in fees still not collected) is \$10,077.32. Once all fees are collected, funds available will be \$14,027.32. The deficit was due to addition of Road-eo Awards Banquet, increased food and beverage cost for additional attendees not accounted for on contract.

Legislative and Communications (Stan Cooper, Anthony Mortillaro, Dorothy Claw, Stan Cooper, Keith Wilson)

Keith provided a report of items being discussed by the Legislative and Communications Subcommittee, J.D. Bullington and Sunny505 staff. At this time our options are summed up in two tracks.

1. To approach NMDOT Cabinet Secretary to attempt to obtain a transit fund as a line item on the state budget.
2. Meet with Governor to see if state is able to add transit funding.

Members of the legislative and communications subcommittee members will be meeting with Governor/NMDOT Cabinet Secretary on Friday, July 19th.

Keith also added that we really need more transit agencies from throughout the state to get involved in the initiative to obtain state transit funding. We need more to be present than just NMTA Board Members.

Membership and Sponsors (Gary Guinn and Mike Bartholomew)

Mike Bartholomew stated that I have nothing to report at this time.

Discussion Items:

1. Nominations to fill the Rural Transit (5311) Representation seat on the board for the remaining term expiring 4/2022

Melissa suggested that we move Mary Collins from Director at Large to the 5311 representation seat on the board. Reason being, it is easier to fill an At Large position. At this time, NMTA Board Members are to email Melissa with nominations.

This item will become an action item at the NMTA September board meeting, including elections from list of confirmed nominations.

2. Policy for staff/directors use of personal vehicles for business use

Melissa shared a situation that occurred with a SWTA employee using her personal vehicle for business use, resulting in damage from debris on the highway and liability questions that were presented.

To be proactive and set policies in place, NMTA Board Members are to email Melissa policies they have at their agencies to be discussed at the September board meeting.

3. Treasurer's Report

Elizabeth provided the treasurer's report. There were no questions.

Board Announcements: There were no announcements at this time.

Next meeting

Host: Zia Therapy/Z Trans

Thursday, September 19, 2019

Location to be announced – Joe stated that he will attempt to get a meeting space in Ruidoso, NM.

FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE NEW MEXICO TRANSIT ASSOCIATION
AND
J.D. BULLINGTON GOVERNMENT RELATIONS, LLC

The Professional Service Agreement dated, August 15, 2014 (The "Agreement") between New Mexico Transit Association ("NMTA") and J.D. Bullington Government Relations, LLC. (JDBGR) is hereby amended by mutual agreement of the parties as follows.

The Parties mutually agree to amend Article One (1) (a) reducing the compensation from \$1,800.00 per month (second amendment dated June 22, 2016, third amendment dated July 2, 2018) to \$1,300.00 per month including gross receipts tax for the term of this amendment. Furthermore, the Parties mutually agree to extend the term and effective date. The new Effective Date is July 1, 2019 and the new Term Date in this agreement is March 30, 2020, unless terminated sooner, pursuant to Article Five (5) of the Professional Services agreement dated August 15, 2014. All other provisions in the August 15, 2014 Professional Services Agreement remain applicable.

Joseph Hardin
President, New Mexico Transit Association

Date: _____

J.D. Bullington
J.D. Bullington Government Relations, LLC

Date: _____

NEW MEXICO TRANSIT ASSOCIATION
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the New Mexico Transit Association (the "NMTA" or "Association") and Sunny505, (the "Contractor").

The date of this Agreement shall be the date when it is executed by the Association.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the Association:

A. Strategic Marketing Planning with the Team

The Sunny505 team and the Association Subcommittee will outline key opportunities, messaging, objectives, strategies, tactics and action plans for the duration of the contract. Contractor will put together a detailed action plan and budget for its work with the Association's Legislative Subcommittee.

B. Legislative One Sheets

In preparation for the upcoming legislative session, Contractor will put together a series of one sheet's that make the case for public transportation. Included will be stats on New Mexico's public transportation usage as well as case studies on what other states are doing. In addition to being used at the legislature, the one sheets will serve a variety of purposes - and will be placed on the Association's website for general information, distributed at meetings, and be given to the media and other elected officials.

C. PowerPoint Presentation

Contractor will prepare a PowerPoint presentation to show at various organization meetings. It also could be placed on the home page of the website to give people information. The PowerPoint will include statistics on statewide public transportation usage, clearly state the problem moving forward, outline possible solutions and highlight what other states have done.

D. Editorial Board Meetings

The media is a very powerful tool. Set up and prepare for meetings with the largest newspaper editorial boards to get their buy-in as the Association moves forward. Among them, schedule meetings with the *Albuquerque Journal*, the *Las Cruces Sun-News* and the *Santa Fe New Mexican*.

E. Op-Ed Campaign

Work with Association Legislative Subcommittee to find public transportation supporters (ideally key business leaders, civic leaders and opinion leaders) that would be willing to place Op-Eds in their local newspaper. Contractor will ghost write the Op-Eds and coach them on how to submit the finished write ups to each newspaper. Those Op-Eds will then be added to the Association's website, put in packages to be sent to lawmakers as well as shared on social media.

F. Stakeholder Alliances

Schedule presentations with various organizations and get their buy-in. The PowerPoint presentation will be shown, one-sheets disseminated, which will initiate a healthy dialog and an opportunity to request their support. Among the organizations we will reach out to and others that remain to be identified:

- Economic Development organizations
- New Mexico Hospital Association
- Association for Commerce & Industry
- University of New Mexico
- New Mexico State University
- Other New Mexico colleges and universities
- Developers
- School Superintendents
- Hospitals around the state

G. Social Media campaign

Contractor will be responsible for engaging lawmakers on LinkedIn and Twitter and regularly post and share on these two social media platforms.

H. News Conferences

Contractor will host news conferences around the state, with the intent of educating people on the importance of public transportation in their community and for the state as a whole.

L Other Public Relations Activities

Contractor will write and place news releases to run in print and broadcast media throughout the state as well as schedule one-on-one radio interviews throughout the state. Contractor will write, disseminate and pitch news releases based on the schedule agreed to at a planning meeting. It is important to keep the releases timely to ensure Contractor is providing the media with something that is newsworthy, but not inundating them. In addition to sending the releases, Contractor will follow up with all media and provide detailed reports of results including where and when coverage was received, total impressions and the tone of each story.

M. PSA Campaign.

Contractor will update the myth busters' documents. Provided funds are identified by the Association a campaign maybe developed that would run on radio and TV statewide dispelling the myths about public transportation and who utilizes it.

2. STANDARD OF PERFORMANCE: LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

3. COMPENSATION

A. The Association shall pay to the Contractor in full payment for services rendered not to exceed \$10,000.00 during contracted term. The Association may, in its sole discretion, elect to increase funding for advertising, promotion or related expenses such as a statewide broadcast PSA campaign.

B. Payment to the Contractor shall be made upon receipt and approval of a detailed statement containing a report of services completed.

C. Contractor is not an employee and is not eligible for fringe benefits, such as but not limited to, annual leave, sick leave, holiday pay, medical insurance, dental insurance, or retirement plan contributions.

4. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the Association and terminate on June 30, 2020, unless sooner pursuant to Article 5 below.

5. TERMINATION

A. This Agreement may be terminated by the Association upon 30 days written notice to the Contractor with or without cause for the convenience of the Association. Contractor may terminate this agreement by giving 60 days prior written notice of termination to the Association.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Association original copies of all work product prepared under this Agreement.

(2) The Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

(3) By terminating this Agreement neither party may nullify obligations already incurred for performance or failure to perform.

6. STATUS OF CONTRACTOR

The Contractor is a contract employee performing professional services for the Association. The Contractor shall not accrue leave, retirement, insurance, or any other such benefits as a result of this Agreement.

7. CONFIDENTIALITY AND PRIVACY ACT

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Association.

8. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

9. ASSIGNMENT: SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the Association. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Association.

10. RELEASE

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

11. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the Association from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors to the maximum extent permitted by law.

12. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Association and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

13. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. The Association shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Association to recover excessive or illegal payments.

14. APPLICABLE LAW: CHOICE OF LAW: VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Association. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

15. AMENDMENT

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

16. ENTIRE AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21. NOTICES

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

New Mexico Passenger
Transportation
Association: Joseph
Hardin, President
P.O. Box 15272
Rio Rancho, NM 87174

Contractor:
Sunny505
119 Dartmouth Dr., SE
Albuquerque, NM 87106

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth

below:

NEW MEXICO TRANSIT ASSOCIATION:

Joseph Hardin, President

Date: _____

CONTRACTOR:

Sunny505, Joan Griffin
CEO, Sunny505

FY19 Audit Quotes

Hinkle & Landers (Albuquerque)

Farly Vener

883-8788 or 385-4899

Quote for 1 year audit, including Form 990 \$5,100.00 + tax

Quote if contract for a 3 year audit:

	Hours	2019 Hours	2020 Hours	2021		
Financial Statement Audit and form 990	50	\$5,600.00	52	\$5,768.00	53	\$5,941.00
DOT Portion	40	\$4,456.00	41	\$4,590.00	42	\$4,727.00
NMTA Portion	10	\$1,144.00	11	\$1,178.00	11	\$1,214.00
		<u>\$5,600.00</u>	<u>\$5,768.00</u>	<u>\$5,941.00</u>		
GRT @ 7.875%		<u>\$392.00</u>	<u>\$404.00</u>	<u>\$416.00</u>		
Total Compensation		<u>\$5,992.00</u>	<u>\$6,172.00</u>	<u>\$6,357.00</u>		

Note that our fees are all-inclusive (travel, lodging, personnel services, fringe benefits, overhead, etc.)

Atkinson & Company (Albuquerque/Rio Rancho)

Barbara Lewis

843-6492

Audits begin at \$8,000.00

(This does not include filing of the EZ 990 IRS form)

Pulakos CPA

Not able to help us at this time, we're too small