ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, FEBRUARY 23, 2015

ITEM 7

REQUEST FOR APPROVAL OF BUS BRIDGE SERVICES AGREEMENT WITH RIO METRO REGIONAL TRANSIT DISTRICT **(KEN SMITHSON)**

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE: N/A

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	Not Present		
COUNCILOR DIMAS	Not Present		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

DATE: February 13, 2015

TO: Public Works Committee

THRU: Jon Bulthuis, Transit Division Director

FROM: Ken Smithson, Director of Operations and Maintenance

SUBJECT: Request for Approval of Bus Bridge Services Agreement, Rio Metro Regional Transit District

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ITEM

Transit Division staff has worked with Rio Metro Regional Transit District (RMRTD) staff to codify when and how Santa Fe Trails (SFT) will provide "bus bridge" support during a NM Rail Runner service disruption in the Santa Fe area.

The proposed agreement requires that RMRTD use good faith efforts to secure buses from other service providers (e.g., All Aboard America, which is under contract with RMRTD for this purpose) before reaching out to SFT; specifies that SFT will only provide bus bridge services between the Santa Fe Depot and the Santa Fe County/NM 599 Rail Runner stations; and provides for reimbursement for use of SFT equipment and personnel that will be billed to RMRTD on a quarterly basis, as needed.

ACTION REQUESTED

Recommend to the Finance Committee to approve a Bus Bridge Services Agreement with Rio Metro Regional Transit District. There is no fiscal impact to the City, other than incidental reimbursements to Santa Fe Trails for use of equipment and personnel during Rail Runner service disruptions.

Attachments:
Bus Bridge Services Agreement
Summary of Contracts, Agreements and Amendments

BUS BRIDGE SERVICES AGREEMENT

This Bus Bridge Services Agreement ("Agreement") is dated for reference only as of _____, 2015 and is entered into by and between Rio Metro Regional Transit District ("RMRTD") and the City of Santa Fe – Santa Fe Trails ("SFT").

RECITALS:

A. SFT is a New Mexico municipal corporation established for the purpose of providing public transit services within the City of Santa Fe.

B. RMRTD is a political subdivision created pursuant to the Regional Transit District Act, Sections 73-25-1 through 73-25-18 NMSA, 1978 for the purpose of providing public transit services and commuter rail services known as "NM Rail Runner" among the following four counties: Bernalillo County, Sandoval County, Santa Fe County and Valencia County.

C. From time to time, RMRTD requires bus bridge service which means during a NM Rail Runner service disruption, buses will be used to transport its passengers between stations ("Bus Bridge Services").

D. RMRTD has requested that SFT provide Bus Bridge Services and SFT is willing to provide Bus Bridge Services to RMRTD as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the mutual terms and conditions contained herein, RMRTD and SFT hereby agree as follows:

AGREEMENT:

I. BUS BRIDGE SERVICES

1. During a NM Rail Runner service disruption and after RMRTD has made a good faith effort to secure buses from the service provider(s) listed first in its "Order of Provider Contact for Bus Bridge Services List", the NM Rail Runner Operations Manager or his/her designee may submit a request for SFT to provide buses as set forth herein. If and only if such other service providers are unable to respond in a timely manner, RMRTD requests shall be made to the SFT Dispatcher at (505) 955-2001.

2. When RMRTD notifies the Dispatcher that it needs SFT buses and desires Bus Bridge Services, RMRTD shall provide the following information

a) Agency name

b) Name and phone number of caller

c) Reason for request

d) Requestor's incident number

e) What other service providers have been contacted to assist

f) Incident location

g) Bus loading and discharging locations to include start, end and all intermittent stations

h) Estimated length of time bus bridge service will be needed

i) Name and cell phone number of the on-site contact person

j) Estimated passenger count (to determine the number of buses needed)

3. SFT shall make every reasonable effort to provide the number of buses requested by RMRTD. SFT shall have the right to confirm RMRTD has made reasonable efforts to locate other buses from other service providers as set forth in paragraph 1 above. Within 24 hours of the request for Bus Bridge Services, RMRTD shall send to the Transit Operations Manager at SFT a recap (timeline) of all contacts with public or private bus providers in connection with the Bus Bridge Services. This recap (timeline) may be made by e-mail to the SFT Transit Operations Manager.

4. SFT shall either notify RMRTD that the buses are not available or inform RMRTD that the buses are available and dispatch the requested number of buses to the pick-up location provided by RMRTD. SFT cannot guarantee that it will be able to dispatch the number of buses requested in all cases. Availability of sufficient numbers of buses, Bus Operators, Operations Supervisors, etc., based on the day of week, time of day, regular SFT passenger service requirements, and simultaneous requests from other agencies are all factors with the potential to delay or prevent fulfillment of such requests.

5. If buses are available, SFT shall instruct its Bus Operators to pick-up the RMRTD passengers at the specified pick-up location and transport RMRTD passengers to a drop-off location as provided by RMRTD between Santa Fe County/NM 599 Station and the Santa Fe Depot. Under no circumstances, unless specifically authorized by the City of Santa Fe Emergency Manager, shall SFT buses be dispatched to a pick-up or drop-off location south of the Santa Fe County/NM 599 Station. To the extent SFT also needs to deploy one or more Operations Supervisors or other SFT personnel, or use Dispatch to direct the Bus Operators during the Bus Bridge, SFT shall provide such additional services and RMRTD shall pay for such services as set forth in Section II below.

6. Bus Operators shall perform the Bus Bridge Services in a manner consistent with the SFT Standard Operating Procedures ("SOP") and RMRTD shall have no authority to direct a Bus Operator to violate the SOP in performing the Bus Bridge Services. In all cases, RMRTD shall work through SFT Dispatch or the Operations Supervisor on site, and SFT shall maintain control of the movement of its own buses and personnel at all times.

7. The NM Rail Runner Rail Operations Manager or his/her designee shall notify Dispatch when buses may be released and can return back to their division or be put back into regular service.

8. Dispatch shall document all buses assigned to the bus bridge using the Bus Bridge Log.

II. PAYMENT FOR BUS BRIDGE SERVICES

1. RMRTD shall reimburse SFT for the Bus Bridge Services based on the following rates which may change from time to time upon written notice from SFT:

a) The cost for each bus deployed is $53.96 per hour and $1.45 per mile for pick-up or drop-off anywhere from the Santa Fe Depot to the Santa Fe County/NM 599 Station.

b) If one or more Operations Supervisors are required, RMRTD shall pay $22.80 per hour per Supervisor.

c) If one or more management staff are required, RMRTD shall pay $34.02 per hour per management staff.

d) A fee of $20.90 per hour will be charged for Dispatch staff.

e) If buses are requested anytime during the peak hours of 6:00 am – 9:00 am or 3:00 pm - 6:00 pm, RMRTD shall pay a peak hour surcharge of $26.04 per bus per peak hour.

f) If buses have left the SFT premises and RMRTD cancels the Bus Bridge Services, RMRTD shall incur a cancellation fee equal to the number of buses and personnel deployed multiplied by the applicable rates set forth above for the time actually spent before the cancellation order was received and the buses and personnel returned to the division or a bus resumes regular revenue service; provided however, if the actual time spent was less than two hours, a minimum fee based on two hours will be charged.

2. SFT shall bill RMRTD quarterly for Bus Bridge Services incurred for the prior quarter. RMRTD shall be billed for each bus deployed whether such bus provides any passenger transport or not. The actual time charged for items II.1(a-e) above shall be calculated starting with the time the bus or personnel are assigned and ends when the bus and personnel return to the division or a bus resumes regular revenue service. The actual time charged for item II.1(f) above shall be calculated starting with the time of the initial RMRTD notification and ends when all SFT buses have been released and the Dispatch staff have completed all associated paperwork. Invoices shall include all supporting documentation for the Bus Bridge Services rendered by SFT, and shall specify the P.O. Number and the Control Number provided by RMRTD. Invoices shall be submitted to Accounts Payable at RMRTD.

3. RMRTD shall pay all invoices submitted by SFT within 30 days from receipt of the invoice.

III. TERM

1. This Agreement shall commence upon execution by both parties and shall continue in full force unless terminated by either party on sixty (60) days prior written notice.

IV. INDEMNITY

1. RMRTD shall indemnify, defend (with counsel approved by SFT) and hold harmless SFT, its subsidiaries and their respective members, directors, officers, employees, and agents from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, in any way arising out of negligent acts, omissions or willful misconduct by RMRTD, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement, without requirement that SFT first pay such claim. The obligations set forth in this term shall survive termination of this Agreement.

V. MISCELLANEOUS

1. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

2. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

3. If any provision of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

4. Neither this Agreement, nor any of a party's rights, obligations, and duties hereunder may be assigned in whole or in party by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

5. The provisions of this Agreement shall bind and inure to the benefit of each of the parties hereto and all successors or assigns of the parties hereto.

6. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement.

7. Both parties shall comply with all applicable federal, state and local laws, statutes and ordinances and lawful orders, rules and regulations promulgated thereunder.

8. The laws of the State of New Mexico shall govern any action or claim arising out of this Agreement. The parties agree that the venue for any action or claim arising out of or related to this Agreement shall be Bernalillo County.

9. Unless specifically stated otherwise, all notices hereunder and communications regarding the interpretation of the terms of this Agreement or changes thereto, shall be affected by delivery of said notices in person, electronic mail, or by depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

To RMRTD:
Rio Metro Regional Transit District
809 Copper Avenue, NW
Albuquerque, New Mexico, 87102
Attn: Transit Director (or Designee)
Tel: (505) 247-1750
Fax: (505) 247-1753
E-mail: tdoyle@mrcog-nm.gov

To SFT:
City of Santa Fe – Santa Fe Trails
2931 Rufina Street
Santa Fe, New Mexico 87507
Attn: Transit Director (or Designee)
Tel: (505) 955-2001
Fax: (505) 955-2020
E-mail: jrbulthuis@santafenm.gov

10. Either party may change any of the above information by giving written notice to the other party of such change in accordance with the provisions of this section.

IN WITNESS WHEREOF, the parties hereto have caused this Bus Bridge Services Agreement to be duly executed as of the dates below with all the formalities required by law.

RIO METRO REGIONAL TRANSIT DISTRICT

Approved:

By: _____ _____
Chief Executive Officer Date

Approved as to Legal Sufficiency:

By: _____ _____
RMRTD/MRCOG General Counsel Date

CITY OF SANTA FE

Approved:

By: _____ _____
Javier M. Gonzales, Mayor Date

Attest:

By: _____ _____
Yolanda Y. Vigil, City Clerk Date

Approved as to Legal Sufficiency:

By: MDM 2/11/15 2/11/15
Kelley A. Brennan, City Attorney Date

Approved:

By: _____ _____
Oscar Rodriguez, Finance Director Date

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

☑ **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Rio Metro Regional Transit District

☐ Complete information requested Plus GRT

☐ x Inclusive of GRT

Original Contract Amount: $0.00

Termination Date: Perpetual, with 60 days notice

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Bus Bridge services by Santa Fe Trails during NM Rail Runner service disruptions in the Santa Fe area.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

☐ **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT

☐ Inclusive of GRT

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 0

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

☐ RFQ _____ Date: _____

☐ Sole Source _____ Date: _____

Other _____

6 **Procurement History:** N/A
example: (First year of 4 year contract)

7 **Funding Source:** N/A **BU/Line Item:** N/A

8 **Any out-of-the ordinary or unusual issues or concerns:**
No fiscal impact to City of Santa Fe, other than incidental reimbursements to Santa Fe Trails
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Ken Smithson, Director of Operations & Maintenance

Phone # Ext. 2223

☐ **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments: