NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

January 11, 2019
9:00 AM - 1:00 PM
Jim West Regional Transit
Board Room

CALL TO ORDER

a. ROLL CALL
b. INTRODUCTIONS
c. PLEDGE OF ALLEGIANCE
d. MOMENT OF SILENCE
e. APPROVAL OF AGENDA
f. APPROVAL OF MINUTES – December 7, 2018
g. PUBLIC COMMENTS

PRESENTATION ITEMS

A. Above and Beyond/Safe Driver/Years of Service Program Quarterly Award Presentation  
   Sponsor: Chairman Daniel Barrone, Anthony J. Mortillaro, Executive Director  
   Attachment: None

B. Presentation of Fiscal Year 2018 Comprehensive Annual Financial Report (CAFR)  
   Sponsor: Anthony J. Mortillaro, Executive Director, Hector Ordoñez, Finance Director and Axiom Certified Public Accountants, Auditor  
   Attachment to be passed out at Board Meeting

PUBLIC HEARINGS

None

ACTION ITEMS

C. Discussion and Consideration of Acceptance of Fiscal Year 2018 Comprehensive Annual Fiscal Report  
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director  
   Attachment
D. Discussion and Consideration of Resolution No. 2019-02 A Resolution Superseding Prior Resolution 2015-11 Authorizing the Acceptance of an Americans With Disabilities Act (ADA) Transition Plan Update as Funded Through Transportation Alternatives Program (TAP) Federal Fiscal Year 2018
Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Transit Planning, Projects & Grants Manager
Attachment

E. Discussion and Consideration of Memorandums of Agreement with Tribal Members
Sponsor: Anthony J. Mortillaro, Executive Director
Attachment

F. Discussion and Consideration of Resolution No. 2019-03 Amending the Americans with Disabilities Act (ADA) Complementary Paratransit Service and Demand Response and Dial-A-Ride Policies and Procedures
Sponsor: Anthony J. Mortillaro, Executive Director and Delilah Garcia, Transit and Facilities Operations Director
Attachment

G. Discussion and Consideration of Resolution No. 2019– 01 Adapt the 2019 North Central Regional Transit District Legislative Agenda
Sponsor: Anthony J. Mortillaro, Executive Director
Attachment

H. Discussion and Consideration of Resolution No. 2019-04 Authorizing and Approving Staff Efforts to Seek Such Additional Financing as May be Reasonably Necessary to Fund the Full Project Costs for Planning, Designing, Building, Equipping and Commissioning a New Maintenance Facility
Sponsor: Anthony J. Mortillaro, Executive Director, Hector Ordoñez, Finance Director and Peter Dwyer, Staff Attorney
Attachment

I. Discussion and Consideration of Resolution No. 2019 - 05 of the Governing Body of The North Central Regional Transit District Declaring Its Official Intent to Reimburse Itself With the Proceeds of a Future Borrowing for Capital Expenditures Paid to Finance the District Maintenance Facility Located at 1327 North Riverside Drive in Española, New Mexico; Identifying the Capital Expenditures and the Funds to be Used for Such Payment; and Providing Certain Other Matters in Connection Therewith
Sponsor, Anthony J. Mortillaro, Executive Director, Hector Ordoñez, Finance Director and Peter Dwyer, Staff Attorney
Attachment

J. Discussion and Consideration of Resolution No. 2019-06 Adoption of a Resolution to Adjust Budgeted Revenues and Expenses for Fiscal Year 2019
Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
Attachment
K. **Presentation on the Sustainability Plan Fiscal Year 2018 Goals and Metrics Annual Report**
   Sponsor: Anthony J. Mortillaro, Executive Director and Delilah Garcia, Transit and Facilities Operations Director
   Attachment

L. **Discussion and Consideration of a Resolution No. 2019-07 Adopting Policy Regarding Public Participation on Proposed Changes to District Services and Fares**
   Sponsor, Anthony J. Mortillaro, Executive Director and Peter Dwyer, Staff Attorney
   Attachment

M. **Discussion and Consideration of Resolution No. 2019-08 Authorizing the Submittal of a State of New Mexico Federal Lands Access Program (FLAP) Application for Capital and Operating Costs Relating to Transit Service to Carson National Forest and Taos Ski Valley**
   Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Transit Planning, Projects & Grants Manager
   Attachment

**DISCUSSION ITEMS**

N. **Review of November 2018 Financial Summary**
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

O. **Finance Subcommittee Report**
   Sponsors: Chair Ed Moreno and Anthony Mortillaro, Executive Director
   Attachment: None

P. **Tribal Subcommittee Report**
   Sponsors: Chair Charles Dorame and Anthony J. Mortillaro, Executive Director
   Attachment: None

Q. **Executive Report and Comments from the Executive Director**
   a. Executive Report for December 2018
   b. Paratransit Performance Measures, November 2018
   c. Performance Measures for November 2018
   d. Ridership Report for November 2018

Closed Session pursuant to NMSA 1978, 10-15-1 (H) (7) for the limited purpose of discussing threatened or pending litigation in which the public body is or may become a participant; City of Albuquerque et. al. v. John Monforte and the New Mexico Taxation and Revenue Department; D-202-CV-2018-08036.

R. **Reconvene into Open Session: Possible Action Items from Closed Session**
MATTERS FROM THE BOARD

MISCELLANEOUS

ADJOURN

NEXT BOARD MEETING: Friday, February 1, 2019, at 9:00 a.m.

If you are an individual with a disability in need of a reader, amplifier, qualified Sign Language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at (505) 629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.
CALL TO ORDER:

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Mayor Dan Barrone, Chair, at 9:06 a.m. at the Jim West Regional Transit Center, Española, New Mexico.

1. Roll Call

Mr. Dahlquist called the roll and it indicated the presence of a quorum as follows:

<table>
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<tr>
<th>MEMBERS</th>
<th>ELECTED MEMBERS</th>
<th>ALTERNATE DELEGATES</th>
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<tbody>
<tr>
<td>Town of Edgewood</td>
<td>Councilor Linda Holle</td>
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<td>Los Alamos County</td>
<td>Mr. Philo Shelton</td>
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<td>Rio Arriba County</td>
<td>Manager Tomás Campos</td>
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<td>Santa Fe County</td>
<td>Commissioner Ed Moreno</td>
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<td>Taos County</td>
<td>Commissioner Jim Fambro</td>
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<td>Nambé Pueblo</td>
<td>Mr. Marcus López</td>
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<td>Ohkay Owingeh</td>
<td>Ms. Christy Van Buren</td>
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<td>Pojoaque Pueblo</td>
<td>Mr. Jeff Montoya</td>
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<td>San Ildefonso Pueblo</td>
<td>Absent</td>
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<td>Santa Clara Pueblo</td>
<td>Ms. Mary Lou Valério</td>
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2. INTRODUCTIONS

No introductions were made.

3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Moment of Silence

A moment of silence was observed for the safe keeping of all communities and those who serve to keep them safe.
5. APPROVAL OF AGENDA

Councilor Salazar moved to approve the Agenda as presented, Commissioner Fambro seconded the motion and it passed by unanimous (12-0) roll call vote with Tesuque Pueblo, Village of Chama, Town of Edgewood, City of Española, Ohkay Owingeh, Los Alamos County, Nambé Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, and Town of Taos voting in favor and none against. Rio Arriba County and Pojoaque Pueblo were not present for the vote.

6. APPROVAL OF MINUTES — November 2, 2018

Councilor Salazar’s name was incorrectly stated as Danny and should have been Dennis.

Councilor Salazar moved to approve the minutes of November 2, 2018 as amended. Mr. Escudero seconded the motion and it passed by unanimous (12-0) roll call vote with the Town of Taos, Tesuque Pueblo, Town of Edgewood, Village of Chama, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh Pueblo, Pojoaque Pueblo, Santa Clara Pueblo, Santa Fe County and Taos County voting in favor and none against. City of Santa Fe and Rio Arriba County were not present for the vote.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS

There were no Presentation items.

PUBLIC HEARINGS

There were no Public Hearings.

ACTION ITEMS

A. Discussion and Consideration of Resolution No. 2018-33 Adding the Village of Taos Ski Valley (Village) as a New Member of the North Central Regional Transit District (NCRTD)

Mr. Mortillaro explained that the Village Administrator had requested information on the process to become a district member in August and he had provided the information. He was invited by the Village of Taos Ski Valley to attend their Village Council meeting when they considered the resolution to join the
The resolution was passed last month and is before the NCRTD Board to consider adopting a resolution to make the Village of Taos Ski Valley a member.

Mr. Mortillaro advised the Board the resolution required two-thirds of the voting units of the Board of Directors to approve the Village of Taos Ski Valley as a member. Approval also required 1) The execution of an amended IGC, which includes an amendment of the voting analysis on page 25 of the Board packet, shown by a redline. 2) In addition, 69 people would be taken out of Taos County’s total population and the percentages recalculated and would decrease Taos County by 69 people.

The percentages would be slightly changed. The total number of Board members and the total voting units would increase by one and quorum and voting requirements would increase slightly.

He noted that the Village of Taos Ski Valley was invited to attend but were not able to do so.

The resolution would go into effect January 2019 if approved by the Board.

Commissioner Fambro moved to approve Resolution 2018-33 to add the Village of Taos Ski Valley as a district member. Mr. Shelton seconded the motion and it passed by unanimous (12-0) roll call vote with Taos County, Town of Taos, Tesuque Pueblo, Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh Pueblo, Pojoaque Pueblo, Santa Clara Pueblo, Santa Fe County, voting in favor and none against. City of Santa Fe and Rio Arriba County were not present for the vote.

B. Discussion and Consideration of Resolution No. 2018-34 Open Meetings for 2019

Mr. Mortillaro indicated the Board is required to adopt an Open Meetings Act Resolution annually which also sets the dates for the meetings for the year. The resolution is similar to last year’s and again Staff proposed not having a meeting in July for 2019. The dates of the meetings are listed in the Board book on page 60 and fall on the first Friday of the month except January (on the 11th) and June (on the 14th).

Councilor Romero-Wirth noted an error on page 60 stating the meetings are for 2017 and should be 2019.

Chair Barrone moved to adopt Resolution 2018-34 with the meeting dates for 2019, as amended. Councilor Salazar seconded the motion and it passed by unanimous (13-0) roll call vote with Taos County, Town of Taos, Tesuque Pueblo, Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh Pueblo, Pojoaque Pueblo, Santa Clara Pueblo, City of Santa Fe and Santa Fe County voting in favor and none against. Rio Arriba County was not present for the vote.
C. Discussion and Consideration of Resolution No. 2018-30 Adopting Revised Board Meeting Procedures

Mr. Mortillaro reported this item had been on the agenda in October and discussed and a couple of the items regarding abstentions, motions to postpone and tie votes had to be taken back before the Finance Committee and they discussed the matters in their November meeting.

Mr. Mortillaro asked Mr. Dwyer to walk the Board through the procedures.

Mr. Dwyer provided a handout.

Manager Campos arrived at 9:20 for Rio Arriba County.

Mr. Dwyer noted that three issues were unresolved at the last meeting: the rules on abstention, postponement and the resolution of postponements in the case of a tie vote. Two of the issues were easily resolved and a redlined edition is in the packet.

The first was what to do in a tie vote. The current rules state in the event of tie, a motion to reconsider could only be made by someone who voted on the majority side, but there is no majority in the case of a tie. He resolved the issue by adding language stating "on the prevailing side" where the motion would fail and those in opposition "prevail."

Councilor Romero-Wirth asked if others have language like on the prevailing side or would that be unique to NCRTD.

Mr. Dwyer explained he reviewed Robert’s Rules of Order and Wikipedia on motions to reconsider (published on pages 99-100 of the packet) and that was what was suggested.

Councilor Romero-Wirth noted if the language was changed but was not a common practice with other entities and jurisdictions, it would just add to the confusion, because a tie means nobody wins.

Mr. Dwyer stated they could leave the current rule as stated, that the person has to be on the majority side and at that point no one could raise the motion. A tie only becomes an issue if the Board is very divided.

Councilor Romero-Wirth thought the current rule more typical and a tie would mean the motion is dead and would have to be brought back in a different way for reconsideration. She asked if the issue was really a problem and in “fixing” the problem are they making the rule more complicated. She thought this was an anomaly that would cause confusion.

Mr. Dwyer responded that the Board’s rules work well now because every vote is unanimous and would only be an issue if the Board was divided.

Mr. Dwyer continued with the second rule on the motion to postpone and he included on pages 99-100 different rules on motions to postpone. The standard practice is to liberally allow reconsideration, but in his
experience most of the cities/counties he has worked for have had strict rules on reconsideration. There is no definitive answer.

Mr. Dwyer noted that the revised draft included the Finance Committee’s suggestion that a motion could be reconsidered up to two months after the motion was made. That also includes language for the prevailing side, but the language could be changed.

Manager Campos noted many of the members are local governments and once they pass a resolution, they do not usually want to hear it again. He questioned if the changes were necessary.

Mr. Dwyer pointed out the rules could remain the way they are, but to change the rule he would defer to Ed on what the Finance Committee wanted. The Finance Committee suggested to allow up to two months to reconsider after the motion. He thought the Finance Committee wanted to allow some time if the issue was contentious and with time some might change their minds or their votes.

Councilor Romero-Wirth thought that was well-intentioned but would be a problem because if they proceed and Staff was required to make commitments legally and financially, etc. there could be unintended consequences if the Board then decided it was not a good idea. She noted nothing says the issue could not be reintroduced and brought back for a vote, but two months was a lot.

Commissioner Moreno indicated the Committee had discussed the issue in depth and there were pros and cons. There are times when a lot of people are not able to participate and this rule would provide an opportunity for those who had missed the vote.

Chair Barrone added that another reason was that the Board only met once a month.

Councilor Romero-Wirth noted in that instance the Board could call a special meeting.

Mr. Dwyer continued his presentation noting his memo on abstentions on pages 89-98 of what others do in regard to abstentions. He noted that the Finance Committee had been confused by the complexity and asked him to develop a graphic. (Handout).

He explained according to legal experts and authors, abstentions are massively misunderstood and they state that Roberts Rules is incorrect. People generally think when they abstain that they are being neutral but the authors said that is incorrect.

Mr. Dwyer used the vote on the Village of Taos Ski Valley as an example where approval would require a two-thirds vote - 10 out of the 15 votes. He noted the second diagram showing the Ski Valley would not be approved as a member because the vote required is a super majority and only 9 people voted in favor and 6 voted against, so they were one vote short.

He provided an example whereby board members discuss the matter at length and three of the members on the pro side and three of the members against decide to abstain. The assumption would be that the Ski Valley would not be approved as a member, but that would be incorrect. He provided the math explaining that the 3 abstentions would be counted as two-thirds in favor of the proposition because the
new tally would be 6 to 3 and the abstentions actually made it easier to achieve a goal to approve.

Mr. Dwyer mentioned this example had been cited in Wisconsin and Texas and the abstentions allowed the 3 on the pro side that abstained to win, leaving the 3 that abstained that were against the proposal feeling duped. A super majority requires two-thirds and abstaining is counted as a vote in favor of the proposition- two thirds in favor and one third against.

Mr. Dwyer noted two other concepts frequently introduced that change abstention policies – the simple majority votes and absolute majority votes. A simple majority vote subtracts those who are not eligible to vote, those who are not present and those who abstain. An absolute majority would not take them out of the member body. With a board of 15 members 8 would be the majority and all 8 would need to vote in favor of the motion or it would fail. In an absolute majority abstentions always count as a no vote.

He noted some statutes imply that an absolute majority is required for certain votes such as the issuance of bonds or the purchase of land, but abstention is not a big problem in an absolute majority.

Mr. Dwyer indicated he had raised issues at the end of his memo because the Finance Committee had declined to make a recommendation. He has asked how the Board wants to handle conflicts of interest or impermissible bias and provided examples of the different approaches used to handle the issues.

He noted that the City of Santa Fe has one rule regarding resolutions and ordinances (page 5) and another rule for a general motion; and Santa Fe County has a hybrid.

Mr. Dwyer said the last issue is if any of the Board’s votes should be subject to an absolute majority requirement.

Councilor Romero-Wirth offered alternative points of view noting that Mr. Dwyer stated that “Roberts Rules is incorrect”. She clarified that Roberts Rules, or Mason’s is the standard. She explained when writing a law review the author tries to be provocative and challenge conventional thinking and their articles sometimes finds its way into the mainstream and gets adopted. She cautioned against leaning on a law review article, because it does not mean that is best practice, model legislation.

Mr. Dwyer thought the quote in his memo on page 97 was correct and read, “Indeed the American Bible of parliamentary procedure, Roberts Rules of Order gives a mistaken advice about the effect of abstentions in some of the most significant decisions that may be made under the rules.”

Councilor Romero-Wirth pointed out that was according to the authors.

Mr. Dwyer replied that it is supported by the math.

Councilor Romero-Wirth pointed out at the last meeting that Taos Pueblo had stated they are sometimes told by their government officials to abstain to avoid weighing in on one side or the other. The argument could be made that the effect of them doing that is a no vote according to the math, or a yes vote. They could also argue that they did not participate in the vote and whatever happened after they stepped out, they had not weighed in one way or another.
Mr. Dwyer stated the problem is they meant not to weigh in one way or the other but are actually voting two-thirds in favor of the proposition.

Councilor Romero-Wirth noted they could also argue that the effect of them not participating is leaning one way or the other. She cautioned members to be careful in how they vote and they should have the flexibility and freedom to use the vote as they see fit.

Councilor Romero-Wirth added regarding some people having felt tricked; there is no question the rules are sometimes used to get to a particular outcome but nothing is wrong with that. That is why members should know the rules.

She suggested the Board may want to disallow abstentions in circumstances like conflicts of interest or a super majority in the purchase of bonds or land because of the importance that everyone should vote.

Mr. Dwyer stated that Staff had no recommendation and the Finance Committee could not come to a conclusion and Leandro Cordova, as a non-elected official, felt it inappropriate for him to make a recommendation.

Councilor Romero-Wirth suggested because the matter is complex, and the memo was extraordinarily lengthy there could be an ad hoc group formed to pursue the issue. This difficult to discuss without a recommendation and there was nothing that necessitated changing the rules today.

Mr. Dwyer agreed nothing required a change to the rules, it was just that they had not been updated for years.

Mr. Mortillaro suggested changing just the red line items on which there were no disagreements and keep the others discussed as is until Staff is directed to bring those back.

Councilor Romero-Wirth suggested if they do that the Board should look at the section covering public comment (page 78 with the main rule on page 81 and page 88 (or page 11) in the memo.

She read language from the memo that would be added: “Public input shall be allowed at the beginning and end of each meeting. Public input shall also be permitted at the chair’s discretion on individual agenda items.” She asked to confirm that would change and the Board would no longer allow public comment at every agenda item. She indicated that the paragraphs that followed stated that the rules outlined help make meetings publicly friendly. She pointed out that the language referred to allowing public comment at every agenda item.

She continued reading: “In addition, and particularly for the chair, it is wise to refer to three special rules that apply to each agenda item: 1) Tell the public what the board will be doing, 2) keep the public informed while the Board is doing their work and 3) when the Board has acted, tell the public exactly what the Board did.”
Councilor Romero-Wirth continued reading that public input is essential to a healthy democracy and community participation is an important element. The challenge for the chair of a public meeting is to accommodate public input in a timely and time sensitive way while maintaining steady progress through the agenda items. She read, “The rules here for conducting a Board meeting are offered as tools for effective leadership and as a means for developing a sound policy.”

Councilor Romero-Wirth said that was all written with the idea that there should be public comment at every agenda item.

Mr. Dwyer agreed and deferred to Milo. He noted the NCRTD rules were cookie-cutter copies from Los Alamos. Their County Commission meetings follow those rules and everyone could talk about every item.

Mr. Dwyer noted there were 4 people in the audience which is typical for NCRTD and in most of their meetings no one wanted to make a public comment.

Councilor Romero-Wirth argued then why this should be changed. It has not been a problem and people want more ability to comment, not less. She added she would vote not to approve the “noncontroversial pieces of the rule changes on this.

Mr. Shelton proposed an alternate motion to remand Resolution 2018-30 to a subcommittee to review in detail and recommend an action. Councilor Romero-Wirth seconded the motion and it passed by unanimous (14-0) roll call vote with Rio Arriba County, Santa Fe County, Taos County, Town of Taos, Tesuque Pueblo, Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh Pueblo, Pojoaque Pueblo, Santa Clara Pueblo and the City of Santa Fe voting in favor and none against.

Councilor Romero-Wirth volunteered to be on the committee and hoped others would join.

Chair Barrone asked that others contact Mr. Mortillaro and they would put a committee together.

D. Discussion and Consideration of Resolution No. 2018-35 Demonstrating North Central Regional Transit District (NCRTD) Board Support of NCRTD-member Tribal Communities’ Concerns Regarding the Federal tribal Technical Assistance Program, its Current Administration and Recent Changes in Delivery

Ms. McGuire stated she would summarize quickly and allow Ms. Van Buren to discuss the details. She noted she has been working with Governor Dorame who brought up the discussion of the impacts to the TTPCC and the trickle-down effect on transit. She asked Ms. Van Buren to provide the details.

Ms. Van Buren presented a PowerPoint presentation.

She stated the Service Transportation Bill (Fast Act) affects not only roadways but the transit systems of the tribes. She has been working with Governor Dorame who had asked her to review the Tribal Transportation Coordinating Committee and how this would affect them.
NCRTD operates and manages most of their member tribes transportation and she operates their transit program through FTA and NMDOT. (Handout from Tribal Transportation Program Coordinating Committee -TTPCC). Ms. Van Buren noted she would talk about the leadership/membership of the TTPCC and their work issues and their formal review to the Department of Interior.

Ms. Van Buren provided background on the program noting she represents 25 tribes in the Southwest on the National Committee in New Mexico. The committee was established by federal regulations to provide input and recommendations to BIA (The Bureau of Indian Affairs) & FHWA (Federal Highway Association). They also provide recommendations and revisions of the Stewardship Plan, tribal transportation regulations and policies, eligible activities, the transit policy and the management systems.

On September 13, 2018 they presented their Annual Report in Washington DC and part of the 25 CFR part 170 is the Tribal Transportation Assistance Program (TTAP), similar to LTAP. There had been six TTAP programs throughout the country with a regional center located in Phoenix and the program provided one-on-one training.

Two years ago the Federal Highway placed the program out of Denver and all six centers were consolidated and relocated in Virginia in a two-year pilot project. The virtual training is not working and has received nationally a lot of negative feedback.

This resolution seeks NCRTD’s support to restructure the program and potentially get back a regional office. She will also seek this month the support from the Eight Northern Indian Pueblo Councils (ENIPC) Board of Governors.

The next TTPCC meeting is January 15, 2019 at Isleta and her hope is to get the resolutions to the BIA in time to stop the two-year pilot before it enters another $3 million training program contract that does not work.

Ms. Van Buren listed other issues that are problematic at the national level with the administration of their 25 CFR part 170 but they do not affect transit.

Chair Barrone asked Ms. Van Buren if she is in direct contact with NMDOT because he sits on the Transition Committee with the incoming Governor. They have discussed making sure the tribes are represented in the issues. He indicated he would like to give her name and number to the Governor.

Ms. Van Buren explained two tribal members have been selected, one being the current Governor Peter Garcia from Ohkay Owingeh and someone from one of the northern pueblos. This is at the national level and affects all of their local roads at a state level because they are owned by BIA.

She stated she was appalled by the lack of knowledge of the State legislative body of BIA. During her presentation at the Indian Affairs Legislative Committee at Santa Clara she was asked by legislators why tribes were complaining. They said they give the tribes a lot of money and she explained tribes get no money from NMDOT for road improvements and jump through hoops to get projects on the STIF. She said District 5 received absolutely no money.
Even when her Tribal Council was told to come up with some money and do an RSA and an initial design-they did that and DOT told them they had no money and to try again in four or five years.

Chair Barrone moved to approve Resolution 2018-35. Commissioner Fambro seconded the motion and it passed by unanimous (14-0) roll call vote with City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Tesuque Pueblo, Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Nambe Pueblo, Ohkay Owingeh Pueblo, Pojoaque Pueblo, Rio Arriba County, and Santa Clara Pueblo voting in favor and none against.

E. Discussion and Consideration of a Resolution No. 2018-36 For Adoption of an Amended North Central Regional Transit District (NCRTD) Public Records Request Policy

Mr. Dwyer explained this is before the Board because he has looked at the current fee schedule for public requests. In light of three Court decisions made in the last year he thought the Board’s fee schedule should be corrected.

He explained one was court case against UNM for charging per page for an electronic document which was found illegal and that there should be no charge at all for electronic documents. The Board document includes a charge.

Mr. Dwyer cited another decision regarding penalties for IPRA (Inspection of Public Records Act) requests that can result in a fine of up to $100 per day. He feels the Board in light of that needs clear and safe IPRA rules. He pointed out substantial changes he made to the policy but noted the NCRTD does not have a lot of requests and most record requests are given without charge.

The fee schedule is noted on pages 114 and 115 contains a paragraph regarding a charge for staff time etc., which was deleted.

Mr. Dwyer reviewed other updates to the policy:

- Charges are allowed for accessing the database.
- Personal information can be protected, and the last 4 digits of SSN can be disclosed but the rest redacted.
- Information was cut and pasted for the most part from the statute.
- The fees regarding maps, drawings, CDs, etc. were directly off of the Attorney General’s website.

Mr. Nagle was asked to add anything notable regarding charges for records requests. Mr. Nagle was not aware of any situation where Staff collected money. The policy is to acknowledge a request within 3 days and meet the request and provide information within 15 days.
Mr. Escudero moved to accept the changes as presented to the fee policy. Commissioner Moreno seconded the motion and it passed by unanimous (14-0) roll call vote with Santa Clara Pueblo, City of Santa Fe and Santa Fe County Taos County, Town of Taos, Tesuque Pueblo, Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, and Rio Arriba County voting in favor and none against.

F. Discussion and Possible Action on a Memorandum of Agreement (MOA) between Santa Fe County (County) and the North Central Regional Transit District (District) for Funding of the Mountain Trail Route.

Mr. Mortillaro explained the MOA is annually regarding the contribution to the Mountain Trail route for $25,172 from Santa Fe County and the District. A similar contribution is received from the City of Santa Fe. Rio Metro contributes $15k, NCRTD contributes $128k of the regional transit GRT including the vehicles and funding from the small urban funds (5307). Ski Santa Fe contributes a $5 token for food or a lift ticket and in the past have made a cash donation at the end of the season.

Councilor Romero-Wirth asked the level of the cash donation from Ski Santa Fe. She was told it has been $15k normally.

Commissioner Moreno moved to approve the Memorandum of Agreement between the County of Santa Fe and the NCRTD as presented. Commissioner Fambro seconded the motion and it passed by majority (13-0-1) roll call vote with Rio Arriba County, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Chama City, Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh and Pojoaque Pueblo voting in favor. Tesuque Pueblo abstained.

DISCUSSION ITEMS

J. Review of July 2018 Financial Summary

Mr. Mortillaro explained that Mr. Ordonez was absent due to a death in his family. He noted that the Financial Report provided everything and nothing was unusual. Trending is where it should be and revenues were above normal.

Mr. Mortillaro stood for questions.

Ms. Van Buren left the meeting at 10:28.

K. Finance Subcommittee Report

Commissioner Moreno reported the subcommittee met a week ago and had an exit meeting with the audit Management Partner for Axiom. The outcome was good.
L. Tribal Subcommittee Report

Ms. McGuire reported that a meeting is planned in January.

M. Executive Report and Comments from the Executive Director

1. Executive Report for August 2018

Mr. Mortillaro stated the contract with Securitas for security had been finalized and they started a level 3 (armed) service on the buses. Securitas will also dispense Narcan if needed.

The new Maintenance Facility costs were updated and have increased about 8% ($500k). The new estimate is $6.7 million instead of $6.1 million.

In regard to that they met with NMFA to start the process for bond financing for the facility, subject to any capital outlay or additional grants received. At the time there was a gap of $3.1 million but as of yesterday a press release from Senator Udall, Congressman Lujan and Senator Heinrich indicates the district received a grant of $1.2 million. Coupled with the federal grant they now have almost $4.9 million, or about 80% of the original project price before the increase of 500k dollars.

They currently are looking for about $1.7 million instead of $2.5 million and will continue to meet with legislative representatives to discuss state capital outlay funds. If successful, they could borrow an amount much lower.

Mr. Mortillaro said they are enthusiastic and delighted. He thanked Ms. McGuire for her hard work.

They are finalizing the RFQ for the project and hope to issue that at the end of the year and bring the contract before the Board possibly in March or April.

All of the ADA bus stop assessments is complete and will be presented to the Board in January. Also, they are in the final stages of the Asset/Maintenance Software proposal and anticipate issuing the proposal by the end of December.

Regarding the Short-Range Service Plan update estimated around $150,000, Staff met with DOT who will allocate $100,000 to the plan with federal funding picking up 66% of the cost.

Mr. Mortillaro mentioned he and Chair Barrone will meet next week with two commissioners from Mora County who contacted them about transit options for their community.

He also wanted the Board to be aware as an informational item of how sometimes the NCRTD services are needed in communities that have no resources. Emergency transportation services were provided by NCRTD for the Dulce Dialysis Clinic on Thursday. They had a water outage that impacted their facility and
although the service was unusual, given the nature of the request and the medical necessity they transported six individuals with three of their aides to the Cuba clinic.

Mr. Mortillaro said last when looking back at 2018, it has been a great year for the district. They had a successful GRT election, received the FTA Administrator’s Award and an award for their CAFR and brought in about $3.6 million for the maintenance facility with the additional $1.2 million. All as a result of Staff’s efforts and the support of the Board.

Mr. Mortillaro wished everyone a safe holiday and a prosperous New Year and said he looked forward to seeing them next year.

2. Paratransit Performance Measures, October 2018

Ms. Garcia presented the report and started on page 143:

Paratransit Performance Measures:

- Total ridership was at 1598 trips. There has been an increase in ridership in schools and the demand service piloted for Taos has increased and will continue to be marketed.
- The ADA paratransit for persons with disabilities increased to 551 trips.
- Monthly Demand Response and ADA Paratransit Operational Costs = $21,465 for 7,298 trips.

3. Performance Measures for October 2018

- Operational costs per mile is $2.20, a slight decrease
- Operating costs for paratransit is $13.25.
- There were a total of 382 cancellations, 120 were late cancellations and 118 no shows.
- 96% of the time they arrived early or on time and arrived late about 2% of the time.
- Average trip length was 21 minutes at 7.2 miles on board
- There were no commendations, complaints or customer incidents.

4. Ridership Report for October 2018

- October ridership totaled 24,360 trips not including seasonal services or Mountain Trail and an annual total of 96,792.
- Administrative /Operating costs was $493,200.
- Cost per vehicle mile was $2.54, a slight decrease and total operating costs per trip $12.64.
- The average vehicle age in miles 88,262. 100% preventative maintenance was completed.
- There were no major or minor accidents in October or accidents on board for the three month period August, September and October.
- There were no commendations, but there were multiple complaints and incidents.
CLOSED EXECUTIVE SESSION

Pursuant to NMSA 1978 Section 10-15-1 (H)(7) for the limited purpose of discussing threatened or pending litigation

Commissioner Moreno moved to go into executive session at 10:44 AM, seconded by Councilor Romero-Wirth and the motion passed by unanimous (14-0) roll call vote with City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Tesuque Pueblo and Village of Chama and the Town of Edgewood voting in favor and none against.

Councilor Salazar left the meeting at 11:29

Commissioner Fambro moved to come out of executive session at 11:28 a.m. seconded by Manager Campos and the motion passed by unanimous (13-0) roll call vote with Pojoaque Pueblo, Rio Arriba County, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Tesuque Pueblo and Village of Chama and the Town of Edgewood, Los Alamos County, and Nambé Pueblo, voting in favor and none against. The City of Española, and Pueblo of Okay Owingeh were not present for the vote.

Mr. Dwyer asked for the record to reflect that the matters discussed in executive session were limited to matters on the agenda and no actions had been taken.

Commissioner Fambro moved to accept the report, seconded by Manager Campos and the motion passed by unanimous (12-0) roll call vote with Pojoaque Pueblo, Rio Arriba, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Tesuque Pueblo and Village of Chama and the Town of Edgewood, Los Alamos County, Nambé Pueblo, voting in favor and none against. Pueblo of Ohkay Owingeh and the City of Española were not present for the vote.

MATTERS FROM THE BOARD

Councilor Flurry commented on a letter from Cathy Baer, a school administrator and a dedicated rider from the start. Ms. Bayer stated in her letter that she rides the bus on Mondays, Wednesdays and Fridays but a number of school staff have to carpool to the school in Chama. She contends if the bus would do a local circuit in Dulce five days a week ridership would increase and thought service was inconsistent.

Ms. McGuire indicated she is aware of Ms. Baer’s concerns and agreed she there are some valid points. The service has been in place a little over a year and has seen a split of those who want to go to Chama and those wanting to go to Farmington. The surveys also show that and are the direction they used to create their routes.
After operating the route for a year there has been feedback, especially from the driver, where there may be opportunities to tweak the service. Ms. Bayer had suggested considering doing the loop in Dulce 5 days a week. NCRTD is considering the feedback and looking at adjusting the Tuesday, Thursday trip to Farmington that could allow more running time.

That has been included in their service plan update which recently received funding from DOT and is under consideration and Ms. Baer’s points would be included in their discussion for the update.

Chair Barrone asked if costs for the route would be increased.

Ms. McGuire answered it could be potentially, but they have received feedback about adjusting the Farmington trips. There are three roundtrips being done that could be reduced to two with the same level of service but at a decrease in operation cost. Once the service plan has commenced that would come before the Board and would take about a year.

Manager Campos thought honoring Dulce’s largest request would not be possible because they want a Pagosa route, which is out of RTD’s territory.

Mr. Dwyer stated they have discussed crossing the Colorado line in Staff meetings, but he strongly discourages that without a change in the marijuana laws. Drivers could be put in jeopardy.

Councilor Romero-Wirth asked the purpose of those who travel the Farmington route.

Ms. McGuire explained the majority was access to food and medical and some employment, also some recreational aspect of connectivity.

Councilor Romero-Wirth noted the flexibility.

Ms. McGuire agreed, and stated timing the trip has been discussed with possibly taking a break in Farmington and there is flexibility.

She said the Farmington route was originally funded through the Tribal Transportation Discretionary Funds (FTA) and ridership was amazing. Through the 5311 funding they have been able to continue the route beyond the pilot.

Mr. Mortillaro added they had received $25k with 10% contributed to the acquisition of the bus within IGC.

Chair Barrone addressed Councilor Flurry and suggested he let his constituent know they are working on the issue but it might be a year.

Councilor Flurry replied he would report back to Ms. Baer.

He commended the special bus that made the run to the local dialysis center and said that was wonderful and huge for the community. He suggested there be a press release because it should be
publicized for going beyond the call of duty. It was certainly much appreciated.

Chair Barrone agreed.

Mr. Escudero stated he had given Ms. McGuire a letter from the Tribal Council of Tesuque of their desire to consider modification of stops in Tesuque due to developments.

Ms. McGuire agreed that would be addressed in the service plan update and thought they could work something out.

Mr. Escudero explained the changes are being requested because Camel Rock had closed and new stops are needed at the Valero Station and the new casino.

Mr. Nagle announced the Española Light Parade tomorrow. He said drivers have worked hard to decorate their buses.

He also reported on the route to Taos Ski Valley with their first night time bus service that will be launched to provide evening service from the Town of Taos to the Ski Valley. They have worked closely with the Chamber of Commerce and the town to get the word out.

Ms. Elizabeth Carter noted that Route 202 into Santo Domingo and Cochiti has a bus shelter now and patrons no longer have to cross the four-lane highway. Also, based on ridership in December last year, they have added Route 208 from Belen to Albuquerque. Their first year provided 5,160 trips. They are also implementing a Demand Response for Isleta and ridership has been low but is still being marketed.

She added that they learned from a rider last week that their contract with Yellow Cab was just acquired by another company that does micro transit in other states. The company has expressed interest in expanding service to Santa Fe and other areas, so they are looking forward to working with the manager, as part of a national fixed route contract.

Chair Barrone reminded everyone there is a new commercial flight out of Taos to Dallas and Austin three times a week. The nighttime bus service will enhance interest in their community and the service is not just for tourists but locals as well.

Chair Barrone wished everyone a Merry Christmas and Happy New Year and reminded them about the great Taos pig roast on the Plaza on New Year’s Eve. The event is alcohol and drug free with a lot of music and the fireworks are starting at 10 pm. Everyone was invited.

Mr. Montoya invited everyone to the Pojoaque Feast Day on the 12th of December.

MISCELLANEOUS

None.
ADJOURN

Upon motion by Commissioner Fambro and second by Councilor Holle, the meeting was adjourned at 11:48 am.

NEXT BOARD MEETING: Friday, January 11, 2019 at 9:00 a.m.

Approved by:

______________________________
Daniel R. Barrone, Chair

Attest:

______________________________
Ed Moreno, Secretary/Treasurer

Submitted by:

______________________________
Carl Boaz for Carl G. Boaz, Inc.
Title: Presentation of the Fiscal Year 2018 Comprehensive Annual Financial Report (CAFR)

Prepared By: Hector E. Ordonez, NCRTD Finance Director

Summary: The Comprehensive Annual Financial Report (CAFR) which includes the NCRTD’s Audited Financial Statements, is the culmination of a six-month effort that began with the closing of the prior fiscal year and the examination, by an independent audit firm, of the District’s operations and Financial Statements. The audit engagement was performed by the independent public accounting firm of AXIOM, CPAs during the months of August, September and October 2018. An exit conference with the Finance Committee was held on November 30, 2018 to discuss the Auditor's Opinions (pages 25-27, 112-113, and 114-115) and their recommendations. The Auditor’s Opinion is unqualified which carries the highest degree of reliability and it’s the best report that can be obtained (it is often referred to as a clean audit). This opinion indicates that: the financials records have been maintained in accordance with Generally Accepted Accounting Principles and the Financial Statements are free of misrepresentations. The District’s CAFR for fiscal year 2018 was submitted to the Office of the State Auditor on December 14, 2018, complying with the deadline imposed by the State of New Mexico. The Financial Statements were reviewed and officially accepted by the Office of the State Auditor on December 18, 2018.

Background: The District has been independently reporting financial statements since FY2006, during the last four fiscal years the District has received unqualified audits. The Financial Statements are the groundwork of this Comprehensive Annual Financial Report (CAFR), which was submitted to the Government Finance Officer Association (GFOA) for recommendation for an award for excellence in financial reporting. The Finance Department believes that the 2018 Report conforms to the GFOA’s program requirements.

Recommended Action: It is recommended that the Board move to accept the 2018 CAFR as presented. The Finance Committee took the only action required which was the submission for approval of the Audited Financial Statements to the Office of the State Auditor and GFOA.

Options/Alternatives: None

Fiscal Impact: N/A

Attachments: FY2018 CAFR
Title: Discussion and Consideration of Resolution No. 2019-02 A Resolution Superseding Prior Resolution 2015-11 Authorizing the Acceptance of an Americans With Disabilities Act (ADA) Transition Plan Update as Funded Through Transportation Alternatives Program (TAP) Federal Fiscal Year 2018

Prepared By: Stacey McGuire, Planning, Projects & Grants Manager

Summary: As directed by Board at the September 2018 NCRTD Board meeting, Staff is working with Wilson & Company to update the existing ADA Transition Plan. The acceptance of the ADA Transition Plan Update and related Resolution is the next step in the process of the NCRTD bringing its bus stops into ADA compliance (where feasible). Currently, the NCRTD has over 400+ bus stops throughout its service area. Some of these existing bus stops are in need of modification to be brought up to ADA standards. In Phase I (FFY14), an ADA Transition Plan was created and identified ADA noncompliant bus stops and shelters and provided ADA compliant bus stop location templates that were used to guide modifications to bring the bus stops into ADA compliance. In Phase II (FFY15) and Phase III and IV (FFY16 and FFY17) of the project, the ADA Transition Plan findings were implemented to bring existing ADA noncompliant bus stops and shelters into compliance. Currently, in Phase V, the Plan itself is being updated, with the intention to construct improvements based on the Plan in FFY19 (Phases VI) and beyond as funding allows.

The ADA Transition Plan Update contains:
- ADA Transition Plan Overview and Outline
- Appendix A: Grievance Form
- Appendix B: Systemwide Bus Stop Inventory with Identified Barriers
- Appendix C: Replacement/Improvement Program (Prioritization)
- Appendix D: Bus Stop Inventory Form

Background: In October of 2013, the NCRTD Board authorized Staff to apply for FY14 and FY15 TAP funding so as to create an ADA Transition Plan and subsequently construct the necessary ADA modifications to bus stops based on the prioritization within the Plan. The NCRTD was awarded $87,500 in FY14 for the creation of an ADA Transition Plan; FY15 Phase II Construction award in the amount of $165,000; FY16 and FY17 Phase III Final Design and V Construction in the amount of $360,000. NCRTD was awarded $1.02M in FY18 and FY19 funds to update the ADA Transition Plan and then construct improvements based on the Plan guidance.

FTA guidelines state that public transit agencies must utilize bus stops that are compliant with ADA regulations and are fully accessible. In the event that bus stops are not ADA compliant, public transit agencies are required...
to perform a bus stop assessment and to create and maintain an ADA Transition Plan which identifies, outlines and prioritizes the order in which non-compliant bus stops will be modified to become ADA compliant.

For FY14 Phase I Planning and Design, the NCRTD issued an RFQ and RFP and ultimately selected Wilson & Company as the most qualified respondent. Staff has been working collaboratively with Wilson to create the ADA Transition Plan. Wilson & Company performed a systemwide bus stop assessment, then determined the priority of ADA modifications based on ridership and ADA usage at stops and ultimately created an ADA Transition Plan that will be used to address ADA compliance concerns at NCRTD transit bus stops now and in the future as funding resources are available. Wilson & Company, as a component of this ADA Transition Plan, will be training NCRTD Staff to best utilize the Plan to make informed facility decisions moving forward.

**Recommended Action:** Approval of Resolution No. 2019-02 Transportation Alternatives Program (TAP) ADA Transition Plan

**Options/Alternatives:** Alternative would be to not accept the TAP ADA Transition Plan Update as presented and direct Staff to continue working with Wilson & Company to further improve the ADA Transition Plan and return to Board with revisions at a later Board meeting (not recommended as it may jeopardize the project timeline and related FY19 construction funding).

**Fiscal Impact:** The fiscal impact would be the potential loss of previously awarded Federal TAP funding FFY19 for Phase VI Construction in the approximate amount of $900,000. As a result, the District would eventually need to expend regional transit Gross Receipts Taxes for this effort in FY19 and beyond.

**Attachments:**

- In a mindful effort to reduce our environmental footprint, NCRTD would like to direct you to our website to view the draft ADA Transition Plan Update by clicking on the link below:

  [https://www.ncrtd.org/ada-transition-plan-1.aspx](https://www.ncrtd.org/ada-transition-plan-1.aspx)

  Once you are on the webpage included in the link above, click on the document entitled ‘*Draft ADA Transition Plan Update*’ to view the draft Plan Update itself.

  In addition to electronic viewing, two hard copies of the draft Plan Update will be available for viewing at the Board meeting itself.

- Resolution No. 2019-02
A RESOLUTION SUPERSEDING PRIOR RESOLUTION 2015-11 AUTHORIZING THE ACCEPTANCE OF AN AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN UPDATE AS FUNDED THROUGH TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FEDERAL FISCAL YEAR 2018

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Section 73-25-1 et seq.); and

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation on the 14th day of September 2004; and

WHEREAS, the NCRTD submitted an application through Northern Pueblos RTPO for Federal funding for Federal Fiscal Year 2018 through the Transportation Alternatives Program; and

WHEREAS, the funding was awarded to be used for planning and design of an ADA Transition Plan Update to guide modifications to bring existing (and future) bus stops and shelters into ADA compliance; and

WHEREAS, the ADA Transition Plan Update outlines and prioritizes the bus stops that are in need of modifications to become ADA compliant.

NOW, THEREFORE, BE IT RESOLVED that the NCRTD Board accepts the ADA Transition Plan Update titled North Regional Transit District, Americans with Disabilities Act (ADA), Transition Plan Rev. 1, November 16, 2018, and commits to utilizing this Plan moving forward to bring its bus stops into ADA compliance as funding resources permit.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 11th DAY of JANUARY 2019.

__________________________
Daniel Barrone, Chairman

Approved as to form:

__________________________
Peter Dwyer, Counsel
Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: January 11, 2019
Agenda Item – E

**Title:** Discussion and Consideration of the Memorandum of Agreement’s (MOA) between North Central Regional Transit District (NCRTD) and Member Pueblos for Federal Fiscal Year (FFY) 2018 Tribal Transit Program (TTP) §5311(c) Funds

**Prepared By:** Anthony J. Mortillaro, Executive Director

**Summary:** The NCRTD applied on behalf of its authorizing Member Pueblos for FFY2018 Tribal Transit Program funds to support the continuation of existing services. The TTP funding allocation is based off of the information provided within the National Transit Database (NTD) reports that the NCRTD completes on behalf of the Pueblos. For FFY18, TTP funding allocations for NCRTD Tribal Members awarded by the FTA are as follows:

- Pojoaque Pueblo- $3,036
- Pueblo de San Ildefonso- $11,789
- Pueblo of Santa Clara- $143,900
- Tesuque Pueblo- $16,043
- Nambe Pueblo - $3,036

Each Pueblo, as the direct recipient, has the choice as to how it would like to utilize said funds. Based on the decision made by each Pueblo, they have determined that they will sub allocate the TTP award to the NCRTD, therefore an MOA is required. The MOAs attached hereto reflects the agreement made between the two entities and has been approved by NCRTD legal counsel. The Pueblos of Nambe has signed the MOA. The Pueblos of San Ildefonso, Santa Clara, Tesuque, and Pojoaque have not signed as of this date.

**Background:** Under the FAST Act, $30 million was authorized to fund transit for federally recognized Indian Tribes in FFY2018. The Tribal Transit Program supports capital projects,
operating costs and planning activities under the Formula Grants for Rural Areas Program, also known as §5311(c).

At the authorization of the Member Pueblos of Santa Clara, Tesuque, San Ildefonso, Pojoaque and Nambe, the NCRTD completed the NTD RU-22 Tribal report in 2015, 2016 and 2017. The 2018 numbers are reported in the beginning of 2019 and there is a two-year lag between reporting and funding. The information supplied therein is used by FTA to allocate its Tribal Transit Program funding.

**Recommended Action:** It is recommended that the Board approve the MOA’s as well as any future modifications that are not of a substantive nature as determined by the District’s Legal Counsel and authorize the Chair to sign the same. Staff recommends Board approval of this Agreement as it is necessary to satisfy Federal requirements related to the 5311(c) funding and it suballocation from NCRTD Member Pueblos to NCRTD.

**Options/Alternatives:**
1. To not approve the Staff recommended MOA’s which would result in the funds lapsing and requiring the use of GRT or another funding source which would have to be identified and utilized to support the continuation of existing tribal transit services; or
2. To approve the Staff recommended MOA’s (recommended); or
3. To Amend, modify or reject the recommendation and provide direction to staff.

**Fiscal Impact:** To not approve this MOA will result in the loss of Tribal Transit Program funds to support the continuation of route operations. The following chart shows the TTP funding allocations since 2015.

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<th>FFY 2016</th>
<th>FFY 2017</th>
<th>FFY 2018</th>
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</table>

**Attachments:**
- FFY2018 MOA between Pueblo of San Ildefonso and NCRTD
- FFY2018 MOA between Pueblo of Pojoaque and NCRTD
- FFY2018 MOA between Santa Clara Pueblo and NCRTD
- FFY2018 MOA between Tesuque Pueblo and NCRTD
- FFY 2018 MOA between Pueblo of Nambe and NCRTD – signed
MEMORANDUM OF AGREEMENT

BETWEEN

THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AND

THE PUEBLO OF SAN ILDEFONSO

THIS AGREEMENT made and entered into as of the ____ day of OctoberDecember, 20187, by
and between the North Central Regional Transit District (hereinafter referred to as “NCRTD”),
and the San Ildefonso Pueblo (hereinafter referred to as the “PUEBLO”).

WHEREAS, 49 U.S.C. Section 5311(c) authorizes Federal assistance for the specific purpose
of assisting tribes in providing transportation services; and,

WHEREAS, the NCRTD desires to assist its members in participating with the 49 U.S.C. §
5311 program; and,

WHEREAS, the PUEBLO receives these funds from the Federal Government as a “Recipient”
within the meaning of 49 U.S.C. § 5311 (a); and,

WHEREAS, the PUEBLO has expressed a desire to have the NCRTD provide the transit
services and perform the reporting requirements of 49 U.S.C. § 5311 (b) (4) for administration of
the program as a “Sub-recipient” within the meaning of 49 U.S.C. § 5311 (a); and,

WHEREAS, the PUEBLO and the NCRTD wish to enter into this Memorandum of
Agreement (MOA) for the purpose of documenting their manner of implementing the program
under 49 U.S.C. § 5311(c) and seeking federal reimbursements;

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 use of federal §5311 funds by the Recipient
PUEBLO and the accounting therefore and services by the Sub-recipient NCRTD.

SECTION 2. SCOPE OF THE AGREEMENT

NCRTD shall provide the transit services and account for the funds received from the PUEBLO
in accordance with the terms and conditions of this AGREEMENT. Transit services provided by
the NCRTD shall be those service on tribal lands described in the NCRTD’s service plan to the
extent funded under this agreement and as amended from time to time. Nothing herein shall be deemed to prohibit the parties from utilizing §5311 funds for any legally permissible purpose including NCRTD operations designated as appropriate for said funding. Nothing herein shall require or alter the NCRTD’s implementation of routes, schedules or programs that would violate the laws of the United States, the State of New Mexico or the PUEBLO. Nothing herein shall require the NCRTD to amend or alter its existing service plan or services other than as expressly agreed to by the parties in this AGREEMENT. This section is subject to the appropriation of federal funds under 49 USC § 5311 (c). The services funded with federal money under this agreement shall be the full extent of the "services" required and delivered for purposes of National Transit Database compliance. Nothing herein shall be deemed to prohibit the NCRTD from providing additional services within its service area.

SECTION 3. COST OF SERVICES

The NCRTD and PUEBLO agree that the NCRTD shall provide transit services consistent with the scope and purposes of federal law regarding the §5311 grant from the United States. The obligations of the NCRTD shall be to provide the services in a lawful manner consistent with all grant requirements, to account for money expended and to ensure that use for administration, technical assistance and planning does not exceed established thresholds under 49 U.S.C. § 5311 (e). The NCRTD and PUEBLO, agree that the NCRTD’s responsibility to provide services under this AGREEMENT shall be limited to the amounts appropriated and allocated to the PUEBLO under §5311.

FFY2017 Section 5311(c) Award Amount
Formula: $6,361 $11,789
Discretionary: $0

SECTION 4. NCRTD FUNDS NOT TO BE OBLIGATED

Nothing herein shall be construed as obligating NCRTD 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 NCRTD solely from Federal funds made available to the NCRTD for said purpose(s).

SECTION 5. PROCUREMENT REQUIREMENTS

The NCRTD shall make any purchases financed in whole or in part pursuant to this AGREEMENT in accordance with the procedures set forth by the NCRTD and FTA, applicable New Mexico State law.

SECTION 6. BILLING

Under “49 U.S.C. § 5311 (a) the NCRTD is a “Sub-recipient” of federal funds granted to the PUEBLO. In order to convey the funds from the PUEBLO to the NCRTD, the NCRTD shall bill the PUEBLO for services under this AGREEMENT on an annual basis for the total amount awarded. PUEBLO shall pay all amounts billed under this AGREEMENT promptly upon receipt
of the bill from the NCRTD but in no event more than 60 days following the date printed on the NCRTD bill. Notwithstanding the foregoing all amounts due under this agreement shall be paid in full to the NCRTD by PUEBLO prior to the end of the federal fiscal year they are received. The parties hereby agree that the NCRTD shall have the authority to execute all documents reasonably necessary to ensure that the PUEBLO receives the award amounts.

SECTION 7. DRUG AND ALCOHOL TESTING

The NCRTD shall ensure that, if vehicles utilized in the 49 U.S.C.§ 5311 program require drivers to have a Commercial Drivers License (CDL), it is in compliance with the Federal Highway Administration Drug and Alcohol rules and regulations set forth in the Omnibus Transportation Testing Act of 1991.

SECTION 8. REPORTING REQUIREMENTS

The NCRTD shall keep satisfactory records with regard to the use of the Federal funds granted to the PUEBLO and shall submit such information as is required by law in order to assure compliance with this AGREEMENT. NCRTD further agrees to provide the PUEBLO with all operating statistics necessary for the National Transit Database annual report.

SECTION 9. TERMINATION FOR CAUSE

The Parties, each in its sole discretion may, in the case of a termination for breach or default, allow the non-compliant Party a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the non-compliant Party has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the non-compliant Party has not begun and proceeded in good faith to correct the breach, the compliant Party may declare the non-compliant Party in default and terminate the AGREEMENT effective 30 days after original notification. The Parties shall retain any and all other remedies available to it under law.

SECTION 10. AUDIT

The NCRTD shall grant the PUEBLO, the New Mexico Department of Transportation and the FTA or any of their duly authorized representatives the right of access to any books, documents, papers and records of the NCRTD or his subcontractors which are directly pertinent to this AGREEMENT for the purpose of making audits, examination excerpts, and transcriptions.

The PUEBLO shall grant the NCRTD, the New Mexico Department of Transportation and the FTA or any of their duly authorized representatives the right of access to any books, documents, papers and records of the PUEBLO or his subcontractors which are directly pertinent to this AGREEMENT for the purpose of making audits, examination excerpts, and transcriptions.

SECTION 11. AUDIT EXCEPTIONS
If Federal or State audit exceptions are made relating to this AGREEMENT, the party responsible for any exception shall reimburse all costs incurred by the other party 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 on reasonable charges in the community, travel costs, penalty assessments, and all other costs of whatever nature.

SECTION 12. RETENTION OF RECORDS

The parties 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 one another and the New Mexico Department of Transportation, the FTA, the Comptroller General of the United States or their representatives at any reasonable time during the term of this AGREEMENT for three (3) years from the date of the last expenditure report.

SECTION 13. SUBCONTRACTS

The NCRTD 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 PUEBLO.

Should subcontract(s) be authorized, the subcontractor(s) shall be subject to all provisions of this AGREEMENT.

SECTION 14. TORT CLAIMS ACT

No provision of the AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the NCRTD or the PUEBLO arising from the performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. or any applicable consent to suit by either party.

SECTION 15. 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 Section shall be extended to all public employees, officers, or tribal council members.

SECTION 16. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The parties make mutual assurances to one another that the assurances and warranties which were signed as part of the §5311 grant application are to their knowledge true and correct.

Both parties shall comply with all other Federal, State and local laws, ordinances, rules and regulations applicable to the performance of this AGREEMENT and the work hereunder. All
Federal and State regulations, laws and documents referenced in this AGREEMENT are to be considered as though fully written herein.

SECTION 17. CHANGES

Either party may request an amendment or modification of this AGREEMENT. Changes mutually agreed upon shall be incorporated in written amendments to this AGREEMENT, which amendments shall become valid only after having been fully executed by the parties hereto.

SECTION 18. EQUAL OPPORTUNITY COMPLIANCE

The parties agree to abide by all Federal and State laws and rules and regulations of the State of New Mexico, pertaining to equal employment opportunity as it may pertain to the enforcement of this AGREEMENT. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree 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 a party is found to not be in compliance with these requirements during the term of this AGREEMENT, the party agrees to take appropriate steps to correct these deficiencies.

SECTION 19. NON-DISCRIMINATION

The Recipient/Sub-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 NCRTD and the State of New Mexico Department of Transportation deems appropriate.

SECTION 20. 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 21. CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE

The parties shall comply with all federal, State and local laws and ordinances applicable to the work called for herein. The parties 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 Environmental Justice Act of 1994, 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 to the extent those provisions pertain to the work under this AGREEMENT.

SECTION 22. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, any Standard Terms and Conditions required by the Federal Department of Transportation (DOT), whether or not expressly set forth in the preceding AGREEMENT provisions reference to the extent those provisions pertain to the work under this AGREEMENT. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The parties shall comply with FTA mandated terms and conditions. The parties shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause the party to be in violation of FTA terms and conditions.

For complete FTA provisions and requirements, please refer to the FTA Master Agreement:


SECTION 23. FEDERAL CHANGES

The parties shall at all times comply with all applicable FTA regulations, policies, procedures and directives to the extent those provisions pertain to the work under this AGREEMENT.

SECTION 24. 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 persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this AGREEMENT.

SECTION 25. APPROPRIATIONS

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States for performance of this AGREEMENT. If sufficient appropriations and authorizations are not made, this AGREEMENT shall terminate upon written notice being given by the NCRTD to the SUBGRANTEE. The PUEBLO’s decision as to whether sufficient appropriations are available shall be accepted by the SUBGRANTEE and shall be final.
SECTION 26. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

A. The NCRTD and the PUEBLO acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NCRTD, PUEBLO, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The parties agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SECTION 27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. The parties acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. Upon execution of the underlying contract, the parties each certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SUBGRANTEE further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBGRANTEE to the extent the Federal Government deems appropriate.

B. The parties also acknowledge that if they make, or cause to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the SUBGRANTEE, to the extent the Federal Government deems appropriate.

C. The parties agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agrees that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SECTION 28. SEVERABILITY

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

SECTION 29. TERM OF AGREEMENT
This AGREEMENT shall be in effect until September 30, 2018, or until the total amount of Federal funding of this AGREEMENT is expended, whichever occurs first.

SECTION 30. ALLOWABLE COSTS IF TERMINATED

In the event this AGREEMENT is terminated as herein provided, the NCRTD shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the PUEBLO or its duly authorized representative. In the event of termination for cause, the NCRTD shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this AGREEMENT.

SECTION 31. ARBITRATION PROVISIONS:

A. Matters to be Submitted to Arbitration: All disputes and controversies of every kind and nature between the parties to this AGREEMENT as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this AGREEMENT shall be submitted to arbitration pursuant to the procedure set forth herein.

B. Procedure:

1. Any party may demand such arbitration in writing, which demand shall include the name of the arbitrator designated by the party demanding arbitration, together with a statement of the matter in controversy.

2. Within 20 days after such demand, the other party(s) shall either agree to the designated arbitrator or propose the names of one or more alternative arbitrators. Any arbitrator designated or selected under this AGREEMENT shall be a New Mexico attorney in good standing with knowledge of Tribal law.

3. The arbitration costs and expenses of each party shall be borne by that party and all arbitrators’ fees and other expenses shall be borne equally by both parties.

4. The arbitration hearing shall be held at such time and place as designated by; the arbitrators on at least 20 days written notice to the parties.

5. An award rendered by an arbitrator appointed pursuant to this agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.

6. As to any procedures regarding the conduct of the arbitration that are not specified either in the agreement or in another written agreement signed in advance of the hearing, the parties shall follow the Commercial Arbitration rules of the American Arbitration Association.
C. **Arbitration as Bar to Suit:**

1. The parties stipulate that the arbitration provisions of the AGREEMENT shall be a complete defense to any suit, action, or proceeding instituted in any federal, State, or tribal court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this AGREEMENT and which is arbitrable as set forth in this AGREEMENT.

2. The arbitration provisions of this agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this AGREEMENT.

D. **Lack of Arbitrators’ Authority to Modify Agreement:** Nothing contained in this AGREEMENT shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this AGREEMENT.

E. **Enforcement:** Failure by either party to arbitrate any dispute pursuant to the procedure set forth herein when a demand to do so has been made by the other party or failure by either party to comply with the arbitration award shall amount to a material breach of this AGREEMENT and shall entitle the party who demanded arbitration to cease performance of any obligation set forth in the AGREEMENT at the sole discretion of that party.

F. **Nonapplicability of Uniform Arbitration Act:** To the extent allowed by law, this AGREEMENT is not subject to enforcement under the Uniform Arbitration Act (N.M.S.A. 1978, 44-7A-1 through 44-7A-32).

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**SECTION 32. SCHOOL BUS REQUIREMENTS**

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, Recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

**SECTION 33. BRANDING**

The parties agree that the NCRTD shall comply with National Transportation Database requirements for branding of the services delivered with federal funds by indicating that NCRTD services are being delivered in part on behalf of the PUEBLO.
IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

North Central Regional Transit District
By: Dan Barrone, Chairman
Date: __________________________

San Ildefonso Pueblo
By: ____________________________
Title: Perry Martinez
Governor James R.
Date: __________________________

Approved as to form:

Peter A. Dwyer
NCRTD Counsel

Approved as to form:

San Ildefonso Pueblo Counsel
MEMORANDUM OF AGREEMENT

BETWEEN

THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AND

THE PUEBLO OF POJOAQUE

THIS AGREEMENT made and entered into as of the ___ day of OctoberDecember, 20187, by and between the North Central Regional Transit District (hereinafter referred to as “NCRTD”), and the Pojoaque Pueblo (hereinafter referred to as the “PUEBLO”).

WHEREAS, 49 U.S.C. Section 5311(c) authorizes Federal assistance for the specific purpose of assisting tribes in providing transportation services; and,

WHEREAS, the NCRTD desires to assist its members in participating with the 49 U.S.C. § 5311 program; and,

WHEREAS, the PUEBLO receives these funds from the Federal Government as a “Recipient” within the meaning of 49 U.S.C. § 5311 (a); and,

WHEREAS, the PUEBLO has expressed a desire to have the NCRTD provide the transit services and perform the reporting requirements of 49 U.S.C. § 5311 (b) (4) for administration of the program as a “Sub-recipient” within the meaning of 49 U.S.C. § 5311 (a); and,

WHEREAS, the grants under 49 U.S.C. Section 5311 (c) are an important component of NCRTD funding for tribal transit services presently delivered by the NCRTD; and

WHEREAS, the grants under 49 U.S.C. Section 5311 (c) constitute only a fraction of the costs of NCRTD services to the PUEBLO; and

WHEREAS, the PUEBLO and the NCRTD wish to enter into this Memorandum of Agreement (MOA) for the purpose of documenting their manner of implementing the program under 49 U.S.C. § 5311(c) and seeking federal reimbursements;

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 use of federal §5311 funds by the Recipient PUEBLO and the accounting therefore and services by the Sub-recipient NCRTD.
SECTION 2. SCOPE OF THE AGREEMENT

NCRTD shall provide the transit services and account for the funds received from the PUEBLO in accordance with the terms and conditions of this AGREEMENT. Transit services provided by the NCRTD shall be those services on tribal lands described in the NCRTD’s service plan to the extent funded under this agreement and as amended from time to time. Nothing herein shall be deemed to prohibit the parties from utilizing §5311 funds for any legally permissible purpose including NCRTD operations designated as appropriate for said funding. Nothing herein shall require or alter the NCRTD’s implementation of routes, schedules or programs that would violate the laws of the United States, the State of New Mexico or the PUEBLO. Nothing herein shall require the NCRTD to amend or alter its existing service plan or services other than as expressly agreed to by the parties in this AGREEMENT. The services funded with federal money under this agreement shall be the full extent of the "services" required and delivered for purposes of National Transit Database compliance. Nothing herein shall be deemed to prohibit the NCRTD from providing additional services within its service area.

SECTION 3. COST OF SERVICES

The NCRTD and PUEBLO agree that the NCRTD shall provide transit services consistent with the scope and purposes of federal law regarding the §5311 grant from the United States. The obligations of the NCRTD shall be to provide the services in a lawful manner consistent with all grant requirements, to account for money expended and to ensure that use for administration, technical assistance and planning does not exceed established thresholds under 49 U.S.C. § 5311 (e). The NCRTD and PUEBLO, agree that the NCRTD’s responsibility to provide services under this AGREEMENT shall be limited to the amounts appropriated and allocated to the PUEBLO under §5311.

FFY2017 Section 5311(c) Award Amount
Formula: $3,544 $3,036
Discretionary: $0

SECTION 4. NCRTD FUNDS NOT TO BE OBLIGATED

Nothing herein shall be construed as obligating NCRTD 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 NCRTD solely from Federal funds made available to the NCRTD for said purpose(s).

SECTION 5. PROCUREMENT REQUIREMENTS

The NCRTD shall make any purchases financed in whole or in part pursuant to this AGREEMENT and in accordance with the procedures set forth by the NCRTD and FTA.

SECTION 6. BILLING
Under “49 U.S.C. § 5311 (a) the NCRTD is a “Sub-recipient” of federal funds granted to the PUEBLO. In order to convey the funds from the PUEBLO to the NCRTD, the NCRTD shall bill the PUEBLO for services under this AGREEMENT on an annual basis for the total amount awarded. The PUEBLO shall review and approve all submitted billings. The PUEBLO shall notify NCRTD within 15 days if the billings are defective in any manner and provide NCRTD with 10 days to cure the defect and resubmit the billing for reconsideration. Once approved by the PUEBLO, the PUEBLO shall pay the amounts billed under this AGREEMENT - in no event more than 60 days following approval. All amounts approved and due under this agreement shall be paid in full to the NCRTD by PUEBLO prior to the end of the federal fiscal year they are received. Failure to make timely payment may result in a proportionate reduction in services by the NCRTD in the NCRTD’s sole discretion. Payments due by the Pueblo of Pojoaque under this MOA shall come solely from funds provided by the Federal Department of Transportation. The Pueblo of Pojoaque authorizes the NCRTD, as its fiscal agent, to obtain such federal funds on behalf of the Pueblo from the Federal Department of Transportation. NCRTD shall provide documentation to the Pueblo to the satisfaction of the Pueblo accounting department and audit requirements. The parties hereby agree that the NCRTD shall have the authority to execute all documents reasonably necessary to ensure that the PUEBLO receives the award amounts.

SECTION 7. DRUG AND ALCOHOL TESTING

The NCRTD shall ensure that, if vehicles utilized in the 49 U.S.C.§ 5311 program require drivers to have a Commercial Drivers License (CDL), it is in compliance with the Federal Highway Administration Drug and Alcohol rules and regulations set forth in the Omnibus Transportation Testing Act of 1991.

SECTION 8. REPORTING REQUIREMENTS

The NCRTD shall keep satisfactory records with regard to the use of the Federal funds granted to the PUEBLO and shall submit such information as is required by law in order to assure compliance with this AGREEMENT. NCRTD further agrees to provide the PUEBLO with all operating statistics necessary for the National Transit Database annual report.

SECTION 9. TERMINATION FOR CAUSE

The Parties, have the option to terminate this AGREEMENT in whole or in part if either Party fails to comply with any provisions of this AGREEMENT including but not limited to the timely reimbursement to the NCRTD of funds. Termination shall be effected by serving a notice of termination on the non-compliant Party setting forth the manner in which the non-compliant Party is in default. By such termination neither Party may nullify obligations already incurred for performance or failure to perform prior to termination of this AGREEMENT.

The Parties, each in its sole discretion may, in the case of a termination for breach or default, allow the non-compliant Party a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the non-compliant Party has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the non-compliant Party has not begun and proceeded in good faith to correct the breach, the compliant Party may declare the
non-compliant Party in default and terminate the AGREEMENT effective 30 days after original notification. The Parties shall retain any and all other remedies available to it under law.

SECTION 10. AUDIT

The NCRTD shall grant, at all times, the PUEBLO and the FTA or any of their duly authorized representatives the right of access to any books, documents, papers and records of the NCRTD or his subcontractors which are directly pertinent to this AGREEMENT for the purpose of making audits, examination excerpts, and transcriptions.

The PUEBLO shall grant the NCRTD, and the FTA or any of their duly authorized representatives the right of access to any books, documents, papers and records of the PUEBLO or his subcontractors which are directly pertinent to this AGREEMENT for the purpose of making audits, examination excerpts, and transcriptions.

SECTION 11. AUDIT EXCEPTIONS

If audit exceptions are discovered relating to this AGREEMENT, the party responsible for any exception shall reimburse all costs incurred by the other party associated with curing the audit exceptions or performing an audit or follow-up audit.

SECTION 12. RETENTION OF RECORDS

The parties shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project. NCRTD shall make all such materials available to the FTA, the Comptroller General of the United States or their representatives at any reasonable time during the term of this AGREEMENT for three (3) years from the date of the last expenditure report.

SECTION 13. SUBCONTRACTS

The NCRTD 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 PUEBLO.

Should subcontract(s) be authorized, the subcontractor(s) shall be subject to all provisions of this AGREEMENT.

SECTION 14. TORT CLAIMS ACT

No provision of the AGREEMENT establishes any waiver of immunity from liability for alleged negligent or tortious conduct of any employee of the NCRTD or the PUEBLO arising from the performance of this AGREEMENT.
SECTION 15. 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 Section shall be extended to all public employees, officers, or tribal council members.

SECTION 16. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The parties make mutual assurances to one another that the assurances and warranties which were signed as part of the §5311 grant application are to their knowledge true and correct.

Both parties shall comply with all other Federal and Pueblo laws, ordinances, rules and regulations applicable to the performance of this AGREEMENT and the work hereunder. All Federal and Pueblo regulations, laws and documents referenced in this AGREEMENT are to be considered as though fully written herein. However, if the PUEBLO, as a Native American Indian tribe, is exempted from the requirements of a Federal law it shall not be obligated to comply with such law.

SECTION 17. CHANGES

Either party may request an amendment or modification of this AGREEMENT. Changes mutually agreed upon shall be incorporated in written amendments to this AGREEMENT, which amendments shall become valid only after having been fully executed by the parties hereto.

SECTION 18. EQUAL OPPORTUNITY COMPLIANCE

The NCRTD 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, NCRTD 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 NCRTD is found to not be in compliance with these requirements during the term of this AGREEMENT, it agrees to take appropriate steps to correct these deficiencies.

SECTION 19. NON-DISCRIMINATION

The Recipient/Sub-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
SECTION 20. JURISDICTION

This AGREEMENT and all work hereunder shall be subject to the laws, rules, regulations, jurisdiction and decrees of the Pueblo of Pojoaque. NCRTD expressly agrees to the exclusive subject matter, personal jurisdiction and venue of the Pueblo of Pojoaque Tribal Court.

SECTION 21. 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 22. CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE

NCRTD shall comply with all federal, State and Pueblo laws and ordinances applicable to the work called for herein. NCRTD will not be required to comply with Sections S-3 or S-4 of the Pueblo of Pojoaque Law and Order Code. The parties 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 Environmental Justice Act of 1994, 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 NCRTD and incorporated herein by reference.

SECTION 23. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, any Standard Terms and Conditions required by the Federal Department of Transportation (DOT), whether or not expressly set forth in the preceding AGREEMENT provisions. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The parties shall comply with FTA mandated terms and conditions. The parties shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause the party to be in violation of FTA terms and conditions.

For complete FTA provisions and requirements, please refer to the FTA Master Agreement:


SECTION 24. FEDERAL CHANGES
The parties shall at all times comply with all applicable FTA regulations, policies, procedures and directives.

SECTION 25. 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 persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this AGREEMENT.

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SECTION 27. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

A. The NCRTD and the PUEBLO acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NCRTD, PUEBLO, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The parties agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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A. The parties acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. Upon execution of the underlying contract, the parties each certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SUBGRANTEE further
acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBGRANTEE to the extent the Federal Government deems appropriate.

B. The parties also acknowledge that if they make, or cause to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the SUBGRANTEE, to the extent the Federal Government deems appropriate.

C. The parties agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agrees that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

SECTION 30. TERM OF AGREEMENT

This AGREEMENT shall be in effect until September 30, 2018, or until the total amount of Federal funding of this AGREEMENT is expended.

SECTION 31. ALLOWABLE COSTS IF TERMINATED

In the event this AGREEMENT is terminated as herein provided, the NCRTD shall be paid for all the allowable costs incurred prior to the date of termination, subject to the requirements of Section 6. of this AGREEMENT. In the event of termination for cause, the NCRTD shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this AGREEMENT.

SECTION 32. ARBITRATION PROVISIONS:

A. Matters to be submitted to arbitration: Any and all disputes shall be resolved by mandatory and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, but the arbitrator(s) shall have no power or authority to award consequential, incidental, special, exemplary or punitive damages. Any arbitration shall be conducted on-site at the Pueblo of Pojoaque. This Agreement shall be construed in accordance with and governed by the Pueblo of Pojoaque Law and Order Code, as amended.

B. Procedure:
1. Any party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

2. Within 20 days after such demand, the other party(s) shall name their arbitrator, or in default of such naming, such arbitrator shall be named from the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within 20 days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Federal District Court for the District of New Mexico. In the event said Court fails to appoint a third arbitrator within 30 days of the request therefore, the appointment shall be made by the American Arbitration Association.

3. At least one arbitrator shall be a licensed attorney with substantive knowledge in the field of Indian law and licensed to practice law in New Mexico.

4. The arbitration costs and expenses of each party shall be borne by that party and all arbitrators’ fees and other expenses shall be borne equally by both parties.

5. Once all arbitrators have been appointed, the arbitration hearing shall be held within the next 30 days

6. An award rendered by a majority of the arbitrators appointed pursuant to this agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.

7. As to any procedures regarding the conduct of the arbitration that are not specified either in the agreement or in another written agreement signed in advance of the hearing, the parties shall follow the Commercial Arbitration rules of the American Arbitration Association excluding Rule 52(c).

C. Arbitration as Bar to Suit:

1. The parties stipulate that the arbitration provisions of the AGREEMENT shall be a complete defense to any suit, action, or proceeding instituted in any federal, State, or tribal court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this AGREEMENT and which is arbitral as set forth in this AGREEMENT, except as specified in 32. (A).

2. The arbitration provisions of this agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this AGREEMENT.

D. Lack of Arbitrators’ Authority to Modify Agreement: Nothing contained in this AGREEMENT shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this AGREEMENT.
E. **Enforcement:** Failure by either party to arbitrate any dispute pursuant to the procedure set forth herein when a demand to do so has been made by the other party or failure by either party to comply with the arbitration award shall amount to a material breach of this AGREEMENT and shall entitle the party who demanded arbitration to cease performance of any obligation set forth in the AGREEMENT at the sole discretion of that party.

F. **Non-applicability of Uniform Arbitration Act:** To the extent allowed by law, this AGREEMENT is not subject to enforcement under the Uniform Arbitration Act (N.M.S.A. 1978, 44-7A-1 through 44-7A-32).

G. **Sovereign Immunity:** Nothing in this Agreement, shall be deemed to waive, limit, or modify the Pueblo of Pojoaque’s sovereign immunity in any way

SECTION 33. **SCHOOL BUS REQUIREMENTS**

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, Recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

SECTION 34. **BRANDING**

The parties agree that the NCRTD shall comply with National Transportation Database requirements for branding of the services delivered with federal funds by indicating that NCRTD services are being delivered in part on behalf of the PUEBLO.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

North Central Regional Transit District
By: Dan Barrone, Chairman

Pojoaque Pueblo
By: Title: Governor Joseph Talachy

Date: Date:

Approved as to form:
Peter A. Dwyer
NCRTD Counsel

Approved as to form:

_________________________

Pojoaque Pueblo Counsel
FEDERAL FISCAL YEAR 2017

MEMORANDUM OF AGREEMENT

BETWEEN

THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AND

THE SANTA CLARA PUEBLO

THIS AGREEMENT made and entered into as of the ___ day of October December, 2018, by and between the North Central Regional Transit District (hereinafter referred to as “NCRTD”), and the Santa Clara Pueblo (hereinafter referred to as the “PUEBLO”).

WHEREAS, 49 U.S.C. Section 5311(c) authorizes Federal assistance for the specific purpose of assisting tribes in providing transportation services; and,

WHEREAS, the NCRTD desires to assist its members in participating with the 49 U.S.C. § 5311 program; and,

WHEREAS, the PUEBLO receives these funds from the Federal Government as a “Recipient” within the meaning of 49 U.S.C. § 5311 (a); and,

WHEREAS, the PUEBLO has expressed a desire to have the NCRTD provide the transit services and perform the reporting requirements of 49 U.S.C. § 5311 (b) (4) for administration of the program as a “Sub-recipient” within the meaning of 49 U.S.C. § 5311 (a); and,

WHEREAS, the PUEBLO and the NCRTD wish to enter into this Memorandum of Agreement (MOA) for the purpose of documenting their manner of implementing the program under 49 U.S.C. § 5311(c) and seeking federal reimbursements;

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 use of federal §5311 funds by the Recipient PUEBLO and the accounting therefore and services by the Sub-recipient NCRTD.

SECTION 2. SCOPE OF THE AGREEMENT

NCRTD shall provide the transit services and account for the funds received from the PUEBLO in accordance with the terms and conditions of this AGREEMENT. Transit services provided by the NCRTD shall be those service on tribal lands described in the NCRTD’s service plan to the
extent funded under this agreement and as amended from time to time. Nothing herein shall be deemed to prohibit the parties from utilizing §5311 funds for any legally permissible purpose including NCRTD operations designated as appropriate for said funding. Nothing herein shall require or alter the NCRTD’s implementation of routes, schedules or programs that would violate the laws of the United States, the State of New Mexico or the PUEBLO. Nothing herein shall require the NCRTD to amend or alter its existing service plan or services other than as expressly agreed to by the parties in this AGREEMENT. The services funded with federal money under this agreement shall be the full extent of the "services" required and delivered for purposes of National Transit Database compliance. Nothing herein shall be deemed to prohibit the NCRTD from providing additional services within its service area.

SECTION 3. COST OF SERVICES

The NCRTD and PUEBLO agree that the NCRTD shall provide transit services consistent with the scope and purposes of federal law regarding the §5311 grant from the United States. The obligations of the NCRTD shall be to provide the services in a lawful manner consistent with all grant requirements, to account for money expended and to ensure that use for administration, technical assistance and planning does not exceed established thresholds under 49 U.S.C. § 5311 (e). The NCRTD and PUEBLO, agree that the NCRTD’s responsibility to provide services under this AGREEMENT shall be limited to the amounts appropriated and allocated to the PUEBLO under §5311.

FFY2017 Section 5311(c) Award Amount
Formula: $112,032 $143,900
Discretionary: $0

SECTION 4. NCRTD FUNDS NOT TO BE OBLIGATED

Nothing herein shall be construed as obligating NCRTD 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 NCRTD solely from Federal funds made available to the NCRTD for said purpose(s).

SECTION 5. PROCUREMENT REQUIREMENTS

The NCRTD shall make any purchases financed in whole or in part pursuant to this AGREEMENT in accordance with the procedures set forth by the NCRTD and FTA, applicable New Mexico State law.

SECTION 6. BILLING

Under “49 U.S.C. § 5311 (a) the NCRTD is a “Sub-recipient” of federal funds granted to the PUEBLO. In order to convey the funds from the PUEBLO to the NCRTD, the NCRTD shall bill the PUEBLO for services under this AGREEMENT on an annual basis for the total amount awarded. PUEBLO shall pay all amounts billed under this AGREEMENT promptly upon receipt of the bill from the NCRTD but in no event more than 60 days following the date printed on the NCRTD bill. Notwithstanding the foregoing all amounts due under this agreement shall be paid
SECTION 7. DRUG AND ALCOHOL TESTING

The NCRTD shall ensure that, if vehicles utilized in the 49 U.S.C.§ 5311 program require drivers to have a Commercial Drivers License (CDL), it is in compliance with the Federal Highway Administration Drug and Alcohol rules and regulations set forth in the Omnibus Transportation Testing Act of 1991.

SECTION 8. REPORTING REQUIREMENTS

The NCRTD shall keep satisfactory records with regard to the use of the Federal funds granted to the PUEBLO and shall submit such information as is required by law in order to assure compliance with this AGREEMENT. NCRTD further agrees to provide the PUEBLO with all operating statistics necessary for the National Transit Database annual report.

SECTION 9. TERMINATION FOR CAUSE

The Parties, have the option to terminate this AGREEMENT in whole or in part if either Party fails to comply with any provisions of this AGREEMENT including but not limited to the timely reimbursement to the NCRTD of funds. Termination shall be effected by serving a notice of termination on the non-compliant Party setting forth the manner in which the non-compliant Party is in default. By such termination neither Party may nullify obligations already incurred for performance or failure to perform prior to termination of this AGREEMENT.

The Parties, each in its sole discretion may, in the case of a termination for breach or default, allow the non-compliant Party a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the non-compliant Party has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the non-compliant Party has not begun and proceeded in good faith to correct the breach, the compliant Party may declare the non-compliant Party in default and terminate the AGREEMENT effective 30 days after original notification. The Parties shall retain any and all other remedies available to it under law.

SECTION 10. AUDIT

The NCRTD shall grant the PUEBLO, the New Mexico Department of Transportation and the FTA or any of their duly authorized representatives the right of access to any books, documents, papers and records of the NCRTD or his subcontractors which are directly pertinent to this AGREEMENT for the purpose of making audits, examination excerpts, and transcriptions.
The PUEBLO shall grant the NCRTD, the New Mexico Department of Transportation and the FTA or any of their duly authorized representatives the right of access to any books, documents, papers and records of the PUEBLO or his subcontractors which are directly pertinent to this AGREEMENT for the purpose of making audits, examination excerpts, and transcriptions.

SECTION 11. AUDIT EXCEPTIONS

If Federal or State audit exceptions are made relating to this AGREEMENT, the party responsible for any exception shall reimburse all costs incurred by the other party 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 on reasonable charges in the community, travel costs, penalty assessments, and all other costs of whatever nature.

SECTION 12. RETENTION OF RECORDS

The parties 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 one another and the New Mexico Department of Transportation, the FTA, the Comptroller General of the United States or their representatives at any reasonable time during the term of this AGREEMENT for three (3) years from the date of the last expenditure report.

SECTION 13. SUBCONTRACTS

The NCRTD 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 PUEBLO.

Should subcontract(s) be authorized, the subcontractor(s) shall be subject to all provisions of this AGREEMENT.

SECTION 14. TORT CLAIMS ACT

No provision of the AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the NCRTD or the PUEBLO arising from the performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. or any applicable consent to suit by either party.

SECTION 15. 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 Section shall be extended to all public employees, officers, or tribal council members.

SECTION 16. COMPLIANCE WITH LAWS, RULES AND REGULATIONS
The parties make mutual assurances to one another that the assurances and warranties which were signed as part of the §5311 grant application are to their knowledge true and correct.

Both parties shall comply with all other Federal, State and local laws, ordinances, rules and regulations applicable to the performance of this AGREEMENT and the work hereunder. All Federal and State regulations, laws and documents referenced in this AGREEMENT are to be considered as though fully written herein.

SECTION 17. CHANGES

Either party may request an amendment or modification of this AGREEMENT. Changes mutually agreed upon shall be incorporated in written amendments to this AGREEMENT, which amendments shall become valid only after having been fully executed by the parties hereto.

SECTION 18. EQUAL OPPORTUNITY COMPLIANCE

The parties agree 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 parties agree 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 a party is found to not be in compliance with these requirements during the term of this AGREEMENT, the party agrees to take appropriate steps to correct these deficiencies.

SECTION 19. NON-DISCRIMINATION

The Recipient/Sub-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 NCRTD and the State of New Mexico Department of Transportation deems appropriate.

SECTION 20. JURISDICTION

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

SECTION 21. 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 22. CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE

The parties shall comply with all federal, State and local laws and ordinances applicable to the work called for herein. The parties 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 Environmental Justice Act of 1994, 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 23. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, any Standard Terms and Conditions required by the Federal Department of Transportation (DOT), whether or not expressly set forth in the preceding AGREEMENT provisions. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The parties shall comply with FTA mandated terms and conditions. The parties shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause the party to be in violation of FTA terms and conditions.

For complete FTA provisions and requirements, please refer to the FTA Master Agreement:


SECTION 24. FEDERAL CHANGES

The parties shall at all times comply with all applicable FTA regulations, policies, procedures and directives.

SECTION 25. 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 persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this AGREEMENT.
SECTION 26. APPROPRIATIONS

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States for performance of this AGREEMENT. If sufficient appropriations and authorizations are not made, this AGREEMENT shall terminate upon written notice being given by the NCRTD to the SUBGRANTEE. The NCRTD’s decision as to whether sufficient appropriations are available shall be accepted by the SUBGRANTEE and shall be final.

SECTION 27. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

A. The NCRTD and the PUEBLO acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NCRTD, PUEBLO, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The parties agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SECTION 28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. The parties acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. Upon execution of the underlying contract, the parties each certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SUBGRANTEE further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBGRANTEE to the extent the Federal Government deems appropriate.

B. The parties also acknowledge that if they make, or cause to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the SUBGRANTEE, to the extent the Federal Government deems appropriate.
C. The parties agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agrees that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SECTION 29. SEVERABILITY

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

SECTION 30. TERM OF AGREEMENT

This AGREEMENT shall be in effect until September 30, 2018, or until the total amount of Federal funding of this AGREEMENT is expended.

SECTION 31. ALLOWABLE COSTS IF TERMINATED

In the event this AGREEMENT is terminated as herein provided, the NCRTD shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the PUEBLO or its duly authorized representative. In the event of termination for cause, the NCRTD shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this AGREEMENT.

SECTION 32. ARBITRATION PROVISIONS:

A. Matters to be Submitted to Arbitration: All disputes and controversies of every kind and nature between the parties to this AGREEMENT as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this AGREEMENT shall be submitted to arbitration pursuant to the procedure set forth herein.

B. Procedure:

1. Any party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

2. Within 20 days after such demand, the other party(s) shall name their arbitrator, or in default of such naming, such arbitrator shall be named in the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within 20 days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Federal District Court for the District of New Mexico. In the event said Court fails to appoint a third arbitrator within 30 days of the request therefore, the appointment shall be made by the American Arbitration Association.
3. The arbitration costs and expenses of each party shall be borne by that party and all arbitrators’ fees and other expenses shall be borne equally by both parties.

4. The arbitration hearing shall be held at such time and place as designated by; the arbitrators on at least 20 days written notice to the parties.

5. An award rendered by a majority of the arbitrators appointed pursuant to this agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.

6. As to any procedures regarding the conduct of the arbitration that are not specified either in the agreement or in another written agreement signed in advance of the hearing, the parties shall follow the Commercial Arbitration rules of the American Arbitration Association.

C. Arbitration as Bar to Suit:

1. The parties stipulate that the arbitration provisions of the AGREEMENT shall be a complete defense to any suit, action, or proceeding instituted in any federal, State, or tribal court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this AGREEMENT and which is arbitrable as set forth in this AGREEMENT.

2. The arbitration provisions of this agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this AGREEMENT.

D. Lack of Arbitrators’ Authority to Modify Agreement: Nothing contained in this AGREEMENT shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this AGREEMENT.

E. Enforcement: Failure by either party to arbitrate any dispute pursuant to the procedure set forth herein when a demand to do so has been made by the other party or failure by either party to comply with the arbitration award shall amount to a material breach of this AGREEMENT and shall entitle the party who demanded arbitration to cease performance of any obligation set forth in the AGREEMENT at the sole discretion of that party.

F. Nonapplicability of Uniform Arbitration Act: To the extent allowed by law, this AGREEMENT is not subject to enforcement under the Uniform Arbitration Act (N.M.S.A. 1978, 44-7A-1 through 44-7A-32).

SECTION 33. SCHOOL BUS REQUIREMENTS
Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, Recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

SECTION 34. BRANDING

The parties agree that the NCRTD shall comply with National Transportation Database requirements for branding of the services delivered with federal funds by indicating that NCRTD services are being delivered in part on behalf of the PUEBLO.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

North Central Regional Transit District
By: Dan Barrone, Chairman
Date: ____________________________

Santa Clara Pueblo
By: Title: Governor J. Michael Chavarria
Date: ____________________________

Approved as to form:

__________________________
Peter A. Dwyer
NCRTD Counsel

Approved as to form:

__________________________
Nambé Santa Clara
Pueblo Counsel
MEMORANDUM OF AGREEMENT

BETWEEN

THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AND

THE TESUQUE PUEBLO

THIS AGREEMENT made and entered into as of the ____ day of October, 2017, by and between the North Central Regional Transit District (hereinafter referred to as “NCRTD”), and the Tesuque Pueblo (hereinafter referred to as the “PUEBLO”).

WHEREAS, 49 U.S.C. Section 5311(c) authorizes Federal assistance for the specific purpose of assisting tribes in providing transportation services; and,

WHEREAS, the NCRTD desires to assist its members in participating with the 49 U.S.C. § 5311 program; and,

WHEREAS, the PUEBLO has expressed a desire to have the NCRTD provide the transit services and perform the reporting requirements of 49 U.S.C. § 5311 (b) (4) for administration of the program as a “Sub-recipient” within the meaning of 49 U.S.C. § 5311 (a); and,

WHEREAS, the PUEBLO and the NCRTD wish to enter into this Memorandum of Agreement (MOA) for the purpose of documenting their manner of implementing the program under 49 U.S.C. § 5311(c) and seeking federal reimbursements;

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 use of federal §5311 funds by the Recipient PUEBLO and the accounting therefore and services by the Sub-recipient NCRTD.

SECTION 2. SCOPE OF THE AGREEMENT

NCRTD shall provide the transit services and account for the funds received from the PUEBLO in accordance with the terms and conditions of this AGREEMENT. Transit services provided by the NCRTD shall be those service on tribal lands described in the NCRTD’s service plan to the
extent funded under this agreement and as amended from time to time. Nothing herein shall be deemed to prohibit the parties from utilizing §5311 funds for any legally permissible purpose including NCRTD operations designated as appropriate for said funding. Nothing herein shall require or alter the NCRTD’s implementation of routes, schedules or programs that would violate the laws of the United States, the State of New Mexico or the PUEBLO. Nothing herein shall require the NCRTD to amend or alter its existing service plan or services other than as expressly agreed to by the parties in this AGREEMENT. The services funded with federal money under this agreement shall be the full extent of the "services" required and delivered for purposes of National Transit Database compliance. Nothing herein shall be deemed to prohibit the NCRTD from providing additional services within its service area.

SECTION 3.  COST OF SERVICES

The NCRTD and PUEBLO agree that the NCRTD shall provide transit services consistent with the scope and purposes of federal law regarding the §5311 grant from the United States. The obligations of the NCRTD shall be to provide the services in a lawful manner consistent with all grant requirements, to account for money expended and to ensure that use for administration, technical assistance and planning does not exceed established thresholds under 49 U.S.C. § 5311 (e). The NCRTD and PUEBLO, agree that the NCRTD’s responsibility to provide services under this AGREEMENT shall be limited to the amounts appropriated and allocated to the PUEBLO under §5311.

FFY2017 Section 5311(c) Award Amount
Formula: $9,546 $16,043
Discretionary: $0

SECTION 4.  NCRTD FUNDS NOT TO BE OBLIGATED

Nothing herein shall be construed as obligating NCRTD 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 NCRTD solely from Federal funds made available to the NCRTD for said purpose(s).

SECTION 5.  PROCUREMENT REQUIREMENTS

The NCRTD shall make any purchases financed in whole or in part pursuant to this AGREEMENT in accordance with the procedures set forth by the NCRTD and FTA, applicable New Mexico State law.

SECTION 6.  BILLING

Under “49 U.S.C. § 5311 (a) the NCRTD is a “Sub-recipient” of federal funds granted to the PUEBLO. In order to convey the funds from the PUEBLO to the NCRTD, the NCRTD shall bill the PUEBLO for services under this AGREEMENT on an annual basis for the total amount awarded. PUEBLO shall pay all amounts billed under this AGREEMENT promptly upon receipt of the bill from the NCRTD but in no event more than 60 days following the date printed on the NCRTD bill. Notwithstanding the foregoing all amounts due under this agreement shall be paid
in full to the NCRTD by PUEBLO prior to the end of the federal fiscal year they are received. The parties hereby agree that the NCRTD shall have the authority to execute all documents reasonably necessary to ensure that the PUEBLO receives the award amounts.

SECTION 7. DRUG AND ALCOHOL TESTING

The NCRTD shall ensure that, if vehicles utilized in the 49 U.S.C.§ 5311 program require drivers to have a Commercial Drivers License (CDL), it is in compliance with the Federal Highway Administration Drug and Alcohol rules and regulations set forth in the Omnibus Transportation Testing Act of 1991.

SECTION 8. REPORTING REQUIREMENTS

The NCRTD shall keep satisfactory records with regard to the use of the Federal funds granted to the PUEBLO and shall submit such information as is required by law in order to assure compliance with this AGREEMENT. NCRTD further agrees to provide the PUEBLO with all operating statistics necessary for the National Transit Database annual report.

SECTION 9. TERMINATION FOR CAUSE

The Parties, have the option to terminate this AGREEMENT in whole or in part if either Party fails to comply with any provisions of this AGREEMENT including but not limited to the timely reimbursement to the NCRTD of funds. Termination shall be effected by serving a notice of termination on the non-compliant Party setting forth the manner in which the non-compliant Party is in default. By such termination neither Party may nullify obligations already incurred for performance or failure to perform prior to termination of this AGREEMENT.

The Parties, each in its sole discretion may, in the case of a termination for breach or default, allow the non-compliant Party a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the non-compliant Party has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the non-compliant Party has not begun and proceeded in good faith to correct the breach, the compliant Party may declare the non-compliant Party in default and terminate the AGREEMENT effective 30 days after original notification. The Parties shall retain any and all other remedies available to it under law.

SECTION 10. AUDIT

The NCRTD shall grant the PUEBLO, the New Mexico Department of Transportation and the FTA or any of their duly authorized representatives the right of access to any books, documents, papers and records of the NCRTD or his subcontractors which are directly pertinent to this AGREEMENT for the purpose of making audits, examination excerpts, and transcriptions.

The PUEBLO shall grant the NCRTD, the New Mexico Department of Transportation and the FTA or any of their duly authorized representatives the right of access to any books, documents, papers and records of the PUEBLO or his subcontractors which are directly pertinent to this AGREEMENT for the purpose of making audits, examination excerpts, and transcriptions.
SECTION 11. AUDIT EXCEPTIONS

If Federal or State audit exceptions are made relating to this AGREEMENT, the party responsible for any exception shall reimburse all costs incurred by the other party 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 on reasonable charges in the community, travel costs, penalty assessments, and all other costs of whatever nature.

SECTION 12. RETENTION OF RECORDS

The parties 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 one another and the New Mexico Department of Transportation, the FTA, the Comptroller General of the United States or their representatives at any reasonable time during the term of this AGREEMENT for three (3) years from the date of the last expenditure report.

SECTION 13. SUBCONTRACTS

The NCRTD 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 PUEBLO.

Should subcontract(s) be authorized, the subcontractor(s) shall be subject to all provisions of this AGREEMENT.

SECTION 14. TORT CLAIMS ACT

No provision of the AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the NCRTD or the PUEBLO arising from the performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. or any applicable consent to suit by either party.

SECTION 15. 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 Section shall be extended to all public employees, officers, or tribal council members.

SECTION 16. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The parties make mutual assurances to one another that the assurances and warranties which were signed as part of the §5311 grant application are to their knowledge true and correct.
Both parties shall comply with all other Federal, State and local laws, ordinances, rules and regulations applicable to the performance of this AGREEMENT and the work hereunder. All Federal and State regulations, laws and documents referenced in this AGREEMENT are to be considered as though fully written herein.

SECTION 17.  CHANGES

Either party may request an amendment or modification of this AGREEMENT. Changes mutually agreed upon shall be incorporated in written amendments to this AGREEMENT, which amendments shall become valid only after having been fully executed by the parties hereto.

SECTION 18.  EQUAL OPPORTUNITY COMPLIANCE

The parties agree 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 parties agree 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 a party is found to not be in compliance with these requirements during the term of this AGREEMENT, the party agrees to take appropriate steps to correct these deficiencies.

SECTION 19. NON-DISCRIMINATION

The Recipient/Sub-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 NCRTD and the State of New Mexico Department of Transportation deems appropriate.

SECTION 20.  JURISDICTION

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

SECTION 21.  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 22. CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE

The parties shall comply with all federal, State and local laws and ordinances applicable to the work called for herein. The parties 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 Environmental Justice Act of 1994, 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 23. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, any Standard Terms and Conditions required by the Federal Department of Transportation (DOT), whether or not expressly set forth in the preceding AGREEMENT provisions. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The parties shall comply with FTA mandated terms and conditions. The parties shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause the party to be in violation of FTA terms and conditions.

For complete FTA provisions and requirements, please refer to the FTA Master Agreement:


SECTION 24. FEDERAL CHANGES

The parties shall at all times comply with all applicable FTA regulations, policies, procedures and directives.

SECTION 25. 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 persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this AGREEMENT.

SECTION 26. APPROPRIATIONS
The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States for performance of this AGREEMENT. If sufficient appropriations and authorizations are not made, this AGREEMENT shall terminate upon written notice being given by the NCRTD to the SUBGRANTEE. The NCRTD’s decision as to whether sufficient appropriations are available shall be accepted by the SUBGRANTEE and shall be final.

SECTION 27. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

A. The NCRTD and the PUEBLO acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NCRTD, PUEBLO, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The parties agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SECTION 28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. The parties acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. Upon execution of the underlying contract, the parties each certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SUBGRANTEE further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBGRANTEE to the extent the Federal Government deems appropriate.

B. The parties also acknowledge that if they make, or cause to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the SUBGRANTEE, to the extent the Federal Government deems appropriate.

C. The parties agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agrees that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
SECTION 29. SEVERABILITY

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

SECTION 30. TERM OF AGREEMENT

This AGREEMENT shall be in effect until September 30, 2018, or until the total amount of Federal funding of this AGREEMENT is expended.

SECTION 31. ALLOWABLE COSTS IF TERMINATED

In the event this AGREEMENT is terminated as herein provided, the NCRTD shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the PUEBLO or its duly authorized representative. In the event of termination for cause, the NCRTD shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this AGREEMENT.

SECTION 32. ARBITRATION PROVISIONS:

A. Matters to be Submitted to Arbitration: All disputes and controversies of every kind and nature between the parties to this AGREEMENT as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this AGREEMENT shall be submitted to arbitration pursuant to the procedure set forth herein.

B. Procedure:

1. Any party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

2. Within 20 days after such demand, the other party(s) shall name their arbitrator, or in default of such naming, such arbitrator shall be named in the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within 20 days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Federal District Court for the District of New Mexico. In the event said Court fails to appoint a third arbitrator within 30 days of the request therefore, the appointment shall be made by the American Arbitration Association.

3. The arbitration costs and expenses of each party shall be borne by that party and all arbitrators’ fees and other expenses shall be borne equally by both parties.

4. The arbitration hearing shall be held at such time and place as designated by; the arbitrators on at least 20 days written notice to the parties.
5. An award rendered by a majority of the arbitrators appointed pursuant to this agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.

6. As to any procedures regarding the conduct of the arbitration that are not specified either in the agreement or in another written agreement signed in advance of the hearing, the parties shall follow the Commercial Arbitration rules of the American Arbitration Association.

C. Arbitration as Bar to Suit:

1. The parties stipulate that the arbitration provisions of the AGREEMENT shall be a complete defense to any suit, action, or proceeding instituted in any federal, State, or tribal court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this AGREEMENT and which is arbitrable as set forth in this AGREEMENT.

2. The arbitration provisions of this agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this AGREEMENT.

D. Lack of Arbitrators’ Authority to Modify Agreement: Nothing contained in this AGREEMENT shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this AGREEMENT.

E. Enforcement: Failure by either party to arbitrate any dispute pursuant to the procedure set forth herein when a demand to do so has been made by the other party or failure by either party to comply with the arbitration award shall amount to a material breach of this AGREEMENT and shall entitle the party who demanded arbitration to cease performance of any obligation set forth in the AGREEMENT at the sole discretion of that party.

F. Nonapplicability of Uniform Arbitration Act: To the extent allowed by law, this AGREEMENT is not subject to enforcement under the Uniform Arbitration Act (N.M.S.A. 1978, 44-7A-1 through 44-7A-32).

SECTION 33. SCHOOL BUS REQUIREMENTS

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, Recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
SECTION 34. BRANDING

The parties agree that the NCRTD shall comply with National Transportation Database requirements for branding of the services delivered with federal funds by indicating that NCRTD services are being delivered in part on behalf of the PUEBLO.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

<table>
<thead>
<tr>
<th>North Central Regional Transit District</th>
<th>Tesuque Pueblo</th>
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<tr>
<td>By:</td>
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<td>Dan Barrone, Chairman</td>
<td>Title: Governor Frederick VigilMark</td>
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Approved as to form:

Peter A. Dwyer  
NCRTD Counsel

Approved as to form:

Tesuque Pueblo Counsel
FEDERAL FISCAL YEAR 2018

MEMORANDUM OF AGREEMENT

BETWEEN

THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AND

THE PUEBLO OF NAMBE

THIS AGREEMENT made and entered into as of the 15th day of, December, 2018, by and between the North Central Regional Transit District (hereinafter referred to as “NCRTD”), and the Nambé Pueblo (hereinafter referred to as the “PUEBLO”).

WHEREAS, 49 U.S.C. Section 5311(c) authorizes Federal assistance for the specific purpose of assisting tribes in providing transportation services; and,

WHEREAS, the NCRTD desires to assist its members in participating with the 49 U.S.C. § 5311 program; and,

WHEREAS, the PUEBLO receives these funds from the Federal Government as a “Recipient” within the meaning of 49 U.S.C. § 5311 (a); and,

WHEREAS, the PUEBLO has expressed a desire to have the NCRTD provide the transit services and perform the reporting requirements of 49 U.S.C. § 5311 (b) (4) for administration of the program as a “Sub-recipient” within the meaning of 49 U.S.C. § 5311 (a); and,

WHEREAS, the PUEBLO and the NCRTD wish to enter into this Memorandum of Agreement (MOA) for the purpose of documenting their manner of implementing the program under 49 U.S.C. § 5311(c) and seeking federal reimbursements;

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 use of federal §5311 funds by the Recipient PUEBLO and the accounting therefore and services by the Sub-recipient NCRTD.

SECTION 2. SCOPE OF THE AGREEMENT

NCRTD shall provide the transit services and account for the funds received from the PUEBLO in accordance with the terms and conditions of this AGREEMENT. Transit services provided by the NCRTD shall be those service on tribal lands described in the NCRTD’s service plan to the
extent funded under this agreement and as amended from time to time. Nothing herein shall be
deemed to prohibit the parties from utilizing §5311 funds for any legally permissible purpose
including NCRTD operations designated as appropriate for said funding. Nothing herein shall
require or alter the NCRTD’s implementation of routes, schedules or programs that would violate
the laws of the United States, the State of New Mexico or the PUEBLO. Nothing herein shall
require the NCRTD to amend or alter its existing service plan or services other than as expressly
agreed to by the parties in this AGREEMENT. The services funded with federal money under this
agreement shall be the full extent of the "services" required and delivered for purposes of National
Transit Database compliance. Nothing herein shall be deemed to prohibit the NCRTD from
providing additional services within its service area.

SECTION 3. COST OF SERVICES

The NCRTD and PUEBLO agree that the NCRTD shall provide transit services consistent with
the scope and purposes of federal law regarding the §5311 grant from the United States. The
obligations of the NCRTD shall be to provide the services in a lawful manner consistent with all
grant requirements, to account for money expended and to ensure that use for administration,
technical assistance and planning does not exceed established thresholds under 49 U.S.C. § 5311
(e). The NCRTD and PUEBLO, agree that the NCRTD’s responsibility to provide services under
this AGREEMENT shall be limited to the amounts appropriated and allocated to the PUEBLO
under §5311.

FFY2017 Section 5311(c) Award Amount
Formula: $3,036 Discretionary: $0

SECTION 4. NCRTD FUNDS NOT TO BE OBLIGATED

Nothing herein shall be construed as obligating NCRTD 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 NCRTD solely from Federal funds made available to the NCRTD for said purpose(s).

SECTION 5. PROCUREMENT REQUIREMENTS

The NCRTD shall make any purchases financed in whole or in part pursuant to this AGREEMENT
in accordance with the procedures set forth by the NCRTD and FTA, applicable New Mexico State
law.

SECTION 6. BILLING

Under "49 U.S.C. § 5311 (a) the NCRTD is a “Sub-recipient” of federal funds granted to the
PUEBLO. In order to convey the funds from the PUEBLO to the NCRTD, the NCRTD shall bill
the PUEBLO for services under this AGREEMENT on an annual basis for the total amount
awarded. PUEBLO shall pay all amounts billed under this AGREEMENT promptly upon receipt
of the bill from the NCRTD but in no event more than 60 days following the date printed on the
NCRTD bill. Notwithstanding the foregoing all amounts due under this agreement shall be paid
in full to the NCRTD by PUEBLO prior to the end of the federal fiscal year they are received.
Payments due by the Pueblo of Nambe under this MOA shall come solely from funds provided by the Federal Department of Transportation. The Pueblo of Nambe authorizes the NCRTD, as its fiscal agent, to obtain such federal funds on behalf of the Pueblo from the Federal Department of Transportation. NCRTD shall provide documentation to the Pueblo to the satisfaction of the Pueblo accounting department and audit requirements. The parties hereby agree that the NCRTD shall have the authority to execute all documents reasonably necessary to ensure that the PUEBLO receives the award amounts.

SECTION 7. DRUG AND ALCOHOL TESTING

The NCRTD shall ensure that, if vehicles utilized in the 49 U.S.C.§ 5311 program require drivers to have a Commercial Drivers License (CDL), it is in compliance with the Federal Highway Administration Drug and Alcohol rules and regulations set forth in the Omnibus Transportation Testing Act of 1991.

SECTION 8. REPORTING REQUIREMENTS

The NCRTD shall keep satisfactory records with regard to the use of the Federal funds granted to the PUEBLO and shall submit such information as is required by law in order to assure compliance with this AGREEMENT. NCRTD further agrees to provide the PUEBLO with all operating statistics necessary for the National Transit Database annual report.

SECTION 9. TERMINATION FOR CAUSE

The Parties, have the option to terminate this AGREEMENT in whole or in part if either Party fails to comply with any provisions of this AGREEMENT including but not limited to the timely reimbursement to the NCRTD of funds. Termination shall be effected by serving a notice of termination on the non-compliant Party setting forth the manner in which the non-compliant Party is in default. By such termination neither Party may nullify obligations already incurred for performance or failure to perform prior to termination of this AGREEMENT.

The Parties, each in its sole discretion may, in the case of a termination for breach or default, allow the non-compliant Party a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the non-compliant Party has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the non-compliant Party has not begun and proceeded in good faith to correct the breach, the compliant Party may declare the non-compliant Party in default and terminate the AGREEMENT effective 30 days after original notification. The Parties shall retain any and all other remedies available to it under law.

SECTION 10. AUDIT

The NCRTD shall grant the PUEBLO, the New Mexico Department of Transportation and the FTA or any of their duly authorized representatives the right of access to any books, documents,
papers and records of the NCRTD or his subcontractors which are directly pertinent to this AGREEMENT for the purpose of making audits, examination excerpts, and transcriptions.

The PUEBLO shall grant the NCRTD, the New Mexico Department of Transportation and the FTA or any of their duly authorized representatives the right of access to any books, documents, papers and records of the PUEBLO or his subcontractors which are directly pertinent to this AGREEMENT for the purpose of making audits, examination excerpts, and transcriptions.

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If Federal or State audit exceptions are made relating to this AGREEMENT, the party responsible for any exception shall reimburse all costs incurred by the other party 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 on reasonable charges in the community, travel costs, penalty assessments, and all other costs of whatever nature.

SECTION 12. RETENTION OF RECORDS

The parties 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 one another and the New Mexico Department of Transportation, the FTA, the Comptroller General of the United States or their representatives at any reasonable time during the term of this AGREEMENT for three (3) years from the date of the last expenditure report.

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The NCRTD 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 PUEBLO.

Should subcontract(s) be authorized, the subcontractor(s) shall be subject to all provisions of this AGREEMENT.

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No provision of the AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the NCRTD arising from the performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. or any applicable consent to suit by either party. The Pueblo does not waive its sovereign immunity for tort claims pursuant to this Section 14.

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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 Section shall be extended to all public employees, officers, or tribal council members.

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The parties make mutual assurances to one another that the assurances and warranties which were signed as part of the §5311 grant application are to their knowledge true and correct.

Both parties shall comply with all other Federal, State and local laws, ordinances, rules and regulations applicable to the performance of this AGREEMENT and the work hereunder. All Federal and State regulations, laws and documents referenced in this AGREEMENT are to be considered as though fully written herein.

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The NCRTD 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 parties agree 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 a party is found to not be in compliance with these requirements during the term of this AGREEMENT, the party agrees to take appropriate steps to correct these deficiencies.

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The provisions include, in part, any Standard Terms and Conditions required by the Federal Department of Transportation (DOT), whether or not expressly set forth in the preceding AGREEMENT provisions. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The parties shall comply with FTA mandated terms and conditions. The parties shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause the party to be in violation of FTA terms and conditions.

For complete FTA provisions and requirements, please refer to the FTA Master Agreement:


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A. The parties acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. Upon execution of the underlying contract, the parties each certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SUBGRANTEE further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBGRANTEE to the extent the Federal Government deems appropriate.

B. The parties also acknowledge that if they make, or cause to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a
contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the SUBGRANTEE, to the extent the Federal Government deems appropriate.

C. The parties agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agrees that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SECTION 29. 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 30. TERM OF AGREEMENT

This AGREEMENT shall be in effect until September 30, 2019, or until the total amount of Federal funding of this AGREEMENT is expended, whichever is later.

SECTION 31. ALLOWABLE COSTS IF TERMINATED

In the event this AGREEMENT is terminated as herein provided, the NCRTD shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the PUEBLO or its duly authorized representative. In the event of termination for cause, the NCRTD shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this AGREEMENT.

SECTION 32. ARBITRATION PROVISIONS:

A. Matters to be Submitted to Arbitration: All disputes and controversies of every kind and nature between the parties to this AGREEMENT as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this AGREEMENT shall be submitted to arbitration pursuant to the procedure set forth herein.

B. Procedure:

1. Any party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

2. Within 20 days after such demand, the other party(s) shall name their arbitrator, or in default of such naming, such arbitrator shall be named in the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within 20 days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Federal
District Court for the District of New Mexico. In the event said Court fails to appoint a third arbitrator within 30 days of the request therefore, the appointment shall be made by the American Arbitration Association.

3. At least one arbitrator shall be a licensed attorney with substantive knowledge in the field of Indian law and licensed to practice law in New Mexico.

4. The arbitration costs and expenses of each party shall be borne by that party and all arbitrators’ fees and other expenses shall be borne equally by both parties.

5. The arbitration hearing shall be held at the Pueblo on at least 20 days written notice to the parties.

6. An award rendered by a majority of the arbitrators appointed pursuant to this agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.

7. As to any procedures regarding the conduct of the arbitration that are not specified either in the agreement or in another written agreement signed in advance of the hearing, the parties shall follow the Commercial Arbitration rules of the American Arbitration Association excluding Rule 52(c).

C. Arbitration as Bar to Suit:

1. The parties stipulate that the arbitration provisions of the AGREEMENT shall be a complete defense to any suit, action, or proceeding instituted in any federal, State, or tribal court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this AGREEMENT and which is arbitrable as set forth in this AGREEMENT.

2. The arbitration provisions of this agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this AGREEMENT.

D. Lack of Arbitrators' Authority to Modify Agreement: Nothing contained in this AGREEMENT shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this AGREEMENT.

E. Enforcement: Failure by either party to arbitrate any dispute pursuant to the procedure set forth herein when a demand to do so has been made by the other party or failure by either party to comply with the arbitration award shall amount to a material breach of this AGREEMENT and shall entitle the party who demanded arbitration to cease performance of any obligation set forth in the AGREEMENT at the sole discretion of that party.
F. **Nonapplicability of Uniform Arbitration Act:** To the extent allowed by law, this AGREEMENT is not subject to enforcement under the Uniform Arbitration Act (N.M.S.A. 1978, 44-7A-1 through 44-7A-32).

G. **Sovereign Immunity:** By entering this Agreement, the Pueblo does not waive, limit, or modify its sovereign immunity from suit.

SECTION 33. **SCHOOL BUS REQUIREMENTS**

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, Recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

SECTION 34. **BRANDING**

The parties agree that the NCRTD shall comply with National Transportation Database requirements for branding of the services delivered with federal funds by indicating that NCRTD services are being delivered in part on behalf of the PUEBLO.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

North Central Regional Transit District  
By:  
Dan Barrone, Chairman

Nambé Pueblo  
By:  
Title: Governor Phillip A. Perez

Date:  
Date: 2/19/2018

Approved as to form:

Peter A. Dwyer  
NCRTD Counsel

Approved as to form:
Thomas J. Andrus
Nambé Pueblo Counsel
Title: Discussion and Consideration of Resolution No.2019-03 Adopting Amendments to the Americans with Disabilities Act Complementary Paratransit Service and Demand-Response and Dial-a-Ride Service Policies and Procedures.

Prepared By: Delilah D. Garcia, Transit Operations and Facilities Director

Summary: On Monday, September 17, 2018, the New Mexico Department of Transportation Transit and Rail Division (NMDOT) conducted a Technical Assistance and Review Site Visit of the NCRTD. The final report called out a deficiency in the Demand, Dial A Ride and Paratransit Policies related to Passengers requiring Personal Care Attendants. 49 CFR 37.5(e) states "[a]n entity shall not require that an individual with disabilities be accompanied by an attendant." The existing District policies need to be amended to integrate this requirement.

Background: The NCRTD Board adopted the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures in July of 2011. Amendments have subsequently been presented to the Board, due to changes in federal regulation, recommendations from NMDOT following site visits, or when clarifications of the polices are necessary.

The proposed resolution 2019-03 adopts the updates to the ADA Complementary Paratransit Service and Demand-Response Service Policies and Procedures that were most recently approved by the Board on January 5, 2018.

Changes include:
- Removal of the requirement of a Personal Care Attendant.
- Replacement of the old language with "If an individual needs assistance beyond this, The District recommends that he/she be accompanied by a personal care attendant or companion."
**Recommended Action:** It is recommended that the board consider adopting Resolution No. 2019-03 an Amendment of the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures to reflect the removal of the Personal Care Attendant requirement.

**Options/Alternatives:**

- The Board could recommend no action at this time; or
- The Board could request that staff return with modifications to address their concerns.

**Fiscal Impact:**

None

**Attachments:**

- Resolution 2019-03
- Amended ADA Complementary Paratransit Service, Policies and Procedures
- Amended Demand- Response Service and Dial-a-Ride Policies and Procedures
North Central Regional Transit District (NCRTD)

Resolution No. 2019- 03

AMENDING THE ADA COMPLEMENTARY PARATRANSIT SERVICE AND DEMAND RESPONSE AND DIAL-A-RIDE POLICIES AND PROCEDURES

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, the Board adopted the Americans with Disabilities Act (ADA) Complementary Paratransit Service and Demand-Response Policies and Procedures in July 2011; and

WHEREAS, the Board adopted an amendment of the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures in April 2014 to include Dial-A-Ride Services; and

WHEREAS, the Board adopted an amendment of the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures in November 2014 to separate the ADA Complementary Paratransit and Demand-Response and Dial a Ride Policies and Procedures; and

WHEREAS, the Board adopted an amendment of the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures in December 2016 to update the No Show Policy; and

WHEREAS, the Board adopted an amendment in 2018 of the ADA Complementary Paratransit Service and Demand-Response and Dial-A-Ride Policies and Procedures is necessary to reflect the approved Flex Route options and to operate more efficiently as well as the fare for door to door service and the fare for curb to curb should be the same ($1.00) because they are both Demand Response Services; and
WHEREAS, the proposed updates to the ADA Complementary Paratransit Service and Demand-Response Service Policies and Procedures that include the removal of the requirement of a Personal Care Attendant, replacement of the old language with “If an individual needs assistance beyond this, and adds that the District recommends that he/she be accompanied by a personal care attendant or companion.

NOW THEREFORE BE IT RESOLVED THAT: The Board adopts the approved amendment to the ADA Complementary Paratransit Service and Demand-Response and Dial a Ride Policies and Procedures

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 11th DAY OF JANUARY 2019.

Daniel R. Barrone, Chairman

Approved as to form:

_________________________
Peter Dwyer, Counsel
ADA Complementary Paratransit Service, Policies & Procedures

North Central Regional Transit District

January 2019

Adopted January 11, 2019 by Board Resolution No.
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I. General

Goal
It is the goal of the North Central Regional Transit District, NCRTD, through its ADA complementary paratransit service, to design, implement and maintain an efficient and effective transportation system for persons with disabilities who are "ADA paratransit eligible."

Policy
It is the policy of the NCRTD, in accordance with the Code of Federal Regulations, Title 49, Volume 1, Part 37, Subpart F, Section 37.121 that no otherwise qualified person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity undertaken by the NCRTD that receives or benefits from federal financial assistance.

Purpose
The ADA complementary paratransit service was developed to provide safe and efficient transportation within the Espanola and Town of Taos areas to persons with disabilities who are "ADA paratransit eligible."

Objectives
The specific objectives of the ADA complementary paratransit service are:

1. To provide origin to destination complementary paratransit service to include curb-to-curb and based on special need, door-to-door, demand response transportation on specially equipped vehicles designed to accommodate persons with disabilities.

2. To maintain a trained staff for the operation and control of the service.

3. To provide on-going mechanisms for persons with disabilities to provide input on ADA complementary paratransit service, policies and procedures.

4. To provide all public information tools on the NCRTD services in accessible formats.
II. Operations

General

ADA complementary paratransit service is provided in accordance with the six service criteria established by the U.S. Department of Transportation for ADA paratransit operations: service area, response time, fares, trip purpose restrictions, hours and days of service and capacity constraints.

Service Area

1. Complementary ADA Service for Espanola and Town of Taos Area Fixed Routes

ADA complementary paratransit service shall be provided to origins and destinations within ¾ mile of fixed route services and within the core service area.

Para-transit service will also be offered in the same area that demand-response service is offered, that is, in Rio Arriba County within a 15-mile radius of the Espanola Park & Ride lot located at Paseo de Onate at Calle Espinosa.

Fixed Routes within the Espanola/Rio Arriba County 15-mile radius zone are:

- #100 Riverside Route
- #110 Westside/Crosstown Route
- #150 Chimayo- Las Trampas Route up to the East Cordova entrance.
- #160 Santa Clara Route

ADA complementary paratransit service shall also be provided to origins and destinations within ¾ mile of fixed route service and within the core service area of the Town of Taos.

Fixed Route within the Town of Taos radius zone are:

- #340 Red Route

2. Complementary ADA Paratransit Service on all Regional Area* Fixed Routes

For all other NCRTD operated routes the fixed route bus will “flex” up to ¾ of a mile on paved and/or graveled roads for qualifying persons with disabilities. These are “origin to destination” transportation services for persons with disabilities who cannot use the fixed bus service. The type of ADA service provided is origin to destination service via curb-to-curb or door to door as needed, when roadway conditions permit.
Individuals who wish to be considered for this service will need to complete an application, have the information verified by a medical professional, and be certified by the NCRTD as ADA paratransit eligible. There is no cost for this service.

Regional Area Fixed Routes are:

#150 Chimayo  
#160 Santa Clara  
#180 El Rito Route  
#190 Chama Route  
#200 Santa Fe Route  
#220 Tesuque Route  
Pojoaque-Nambe Route  
#230 San Ildefonso Route  
#255 Mountain Trail  
#260 La Cienega Route  
#270 Turquoise Trail Route  
#280 Eldorado Route  
#290 Edgewood Route  
#300 Taos Route  
#305 Taos Express  
#310 Red River Route  
#320 Questa Route  
#330 Penasco Route  
#341 TSV Green Route  
#350 UNM Taos Route  
#360 Tres Piedras  
#400 Los Alamos

3. ADA Service - Regional Fixed Route - Safety and Road Requirements

- Roads must be paved or graveled, meet minimal local county maintenance standards:
- Be regularly maintained by the local jurisdiction, including snow removal;
- Have sufficient drainage during heavy rains or during periods of flash flooding;
- Be of sufficient width for 2 large vehicles to operate side to side in either direction;
- Have overhead clearance of at least 12’;
- Have within reasonable distance from pick up/drop off location a wide point or pullout that would facilitate turning around a 40’ vehicle.
- Locations where lift service is required must have a flat level surface to ensure safe lift deployment.

The Transit Operations and Facilities Director or the Fleet Maintenance and Facilities
Manager will make the final determination as to roads meeting the standards listed above.

4. **ADA Service To/From Areas Where ADA Service Is Provided by An Agency Other Than NCRTD**

In areas where ADA service is being provided by an agency other than the NCRTD, Flex Service can be scheduled to and from common connecting/transfer points where both the other agency and the NCRTD's services meet for passenger transfers. It is the responsibility of the passenger to schedule with the other agency for connecting service required to complete their trip. Pre-qualification and fares for ADA services with another agency may be required.

**Other agencies that connect with the NCRTD are:**

- **City of Santa Fe, Santa Fe Trails/Santa Fe Rides**
  - 505-955-2001
  - 866-554-7433 - toll free

- **Los Alamos County, Atomic City Transit**
  - 505-661-7433

- **Red River Miner's Transit**
  - 575-770-5959

- **Ohkay Owingeh Popay Messenger Service**
  - 505-852-4014

- **NMDOT Park & Ride**
  - 505-424-1110

- **New Mexico Rail Runner**
  - 866-795-7245 - toll free

**Reservations and Response Time**

Two types of service will be available: subscription and reservation.

Subscription service will be offered for any trip that occurs every week, originates and terminates at the same scheduled location, at the same hour each day. Requests for subscription service must be made at least one (1) day prior to the first trip, and may be made up to four (4) days in advance. The number of subscription service trips accepted shall not exceed 50% of the total trips scheduled by all passengers unless there is non-subscription capacity.

Reservation service shall be available for any trip. Requests for reservation service must be made at least one (1) day prior to the desired trip time, and may be made up to four (4) days
Requests for service shall be accepted from 6:00 a.m. to 5:00 p.m. on the day prior to the service day. NCRTD’s voice messaging service is available for requests made one day prior on weekends or holidays between the hours of 6:00 a.m. and 5:00 p.m. for service on Monday or the day after a holiday. Passengers shall request both pick up and return trips when making reservations.

Trips shall be scheduled to begin no more than one (1) hour before or after the desired departure time. The trip shall be scheduled to arrive at the pick-up location within a 30-minute time frame (see Riding ADA Complementary Paratransit Service, Section IV. C).

**Fares**

The fare for a trip charged to an ADA paratransit eligible user of the complementary paratransit service shall not exceed twice the fare that would be charged to an individual paying full fare on NCRTD's fixed-route system. Thus, no fare will be charged for ADA certified passengers who are picked up and delivered within ¾ of a mile from a fixed route.

Personal care attendants ride free with passengers who require assistance while boarding, riding, or alighting from a vehicle. Passengers must state the need for a personal care attendant on the ADA paratransit eligibility certification application. Dispatcher must be notified at the time the reservation that a personal care attendant will also be riding.

Passenger companions are allowed on a space availability basis. Each companion will pay the same fare as the ADA paratransit eligible individual they are accompanying. There is no additional fare charged for companions within the ¾ mile zone of a fixed route. See section VII, D. for fares companions outside the ¾ mile zone.

**No Trip Purpose Restrictions**

Trips for any purpose will be accommodated and will not be prioritized by trip purpose. Passengers may be asked the nature of their trip so as the NCRTD can be prepared to provide appropriate safety measures.

**Hours and Days of Service**

The ADA complementary paratransit service shall operate from 6:00 a.m. to 6:00 p.m. Monday through Friday. No Saturday or Sunday service is provided. Other than flex route #255 Mountain Trail Route, #305 Taos Express Route and #341 TSV Green Route which provide Saturday and Sunday service.
Service is not offered on the following holidays:
Exclusion ADA flex routes #255 Mountain Trail Route, #305 Taos Express Route and #341 TSV Green Route

New Year’s Day
Dr. Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

No Capacity Constraints

NCRTD will not constrain capacity by 1) restricting the number of trips an individual will be provided; 2) maintaining waiting lists for access to the service; or 3) any operational pattern or practice that significantly limits the availability of service to ADA paratransit eligible persons.

The following performance data will be collected and monitored by the NCRTD for the purpose of establishing whether capacity constraints exist:

1. Number of missed calls on the trip reservation line. Missed calls will be measured by the amount of reservation calls that roll over and go to voicemail.

2. Number of late pick-ups or drop-offs for initial or return trips. A pick-up or drop-off is considered late when it is more than twenty (20) minutes past the scheduled pick-up or drop-off time.

3. Number of trip denials or missed trips. Trip denials include rides that are accepted outside the hour scheduling window. Declined round trips will be counted as two (2) denials when one leg of a round trip cannot be scheduled within the hour window and the requester declines the round trip.

4. Number of late pick-ups. A pick-up is considered late when the bus arrives after the pick-up window.

5. Number of trips with excessive lengths. Excessive trip length is defined as a trip
that takes longer than a reasonable time traveled on a fixed route, including travel
time to the bus stop, wait time for the bus, and travel time from the bus stop.

§ ____________

If, after analysis of the above performance data, NCRTD determines that there is an
increase in demand when administering its ADA complementary paratransit service,
NCRTD shall increase its capacity to respond to peaks in demand in a way that is
comparable to dealing with changes in demand on the fixed route system.

ADA paratransit eligible persons shall have priority on the ADA complementary
paratransit service, and tracking for capacity constraints shall be done separately for ADA
paratransit eligible persons and others who may use the service.

Inclement Weather

In the unlikely event of service cancellation due to inclement weather, NCRTD personnel
shall attempt to contact all scheduled passengers at the telephone numbers listed on the ADA
Complementary Paratransit Service Eligibility Application.

Lost and Found

Neither NCRTD will be responsible for items left on vehicles. However, if found, the item(s)
will be held for a maximum of thirty (30) days.

Passengers attempting to locate lost items should call the NCRTD office. If the passenger’s
item has been located, every effort will be made to return the item to the passenger on his/her
next scheduled trip.

III. Eligibility and Certification Procedures

General Eligibility

To receive ADA complementary paratransit service, individuals must be certified "ADA
paratransit eligible," per the Americans with Disabilities Act of 1990, to include:

1. Any individual with a disability who is unable, as the result of a physical or mental
   impairment (including a vision impairment), and without the assistance of another
   individual (except the operator of a wheelchair lift or other boarding assistance
device), to board, ride or disembark from any vehicle on the system which is
   readily accessible to and usable by individuals with disabili ies .

2. Any individual with a disability who needs the assistance of a wheelchair lift or
   other boarding assistance device and is able, with such assistance, to board, ride
   and disembark from any vehicle which is readily accessible to and usable by
individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of time, when such a vehicle is not being used to provide designated public transportation on the route.

3. Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system.

Generally, the following four tests are applied when determining an applicant's eligibility:

1. Does the individual's disability prevent him/her from getting to and from a bus stop at the point of origin or destination?
2. Can the individual board, utilize and disembark the vehicle at the bus stop?
3. Can the individual recognize the destination and disembark the bus?
4. If the passenger's trip requires transfers, are the paths of travel between routes accessible and navigable by the individual?

Trip-By-Trip Eligibility

While there are some passengers who are eligible to ride ADA complementary paratransit service for all their transportation needs, most passengers are certified for service on a trip-by-trip basis. In other words, passengers who may normally be able to ride NCRTD fixed-route service may be eligible for certain trips on the Curb-to-Curb or Origin to destination service. Examples include:

1. An impairment-related condition that makes the person severely sensitive to cold or hot temperatures.
2. A person unable to maneuver a wheelchair through snow.
3. An individual with cognitive disabilities who must use a route other than the one he/she has learned or been trained to ride.
4. An individual who must travel an alternate route due to circumstances, where this alternate route is inaccessible to persons with disabilities.

Eligibility for Visitors and Out-of-Area Residents

Visitors to the Espanola and the Town of Taos area who present documentation that they are ADA paratransit eligible in the jurisdiction in which they reside shall be allowed to use the NCRTD service. If a visitor does not present such documentation, NCRTD may
require the visitor to present documentation of his/her place of residence and, if the individual's disability is not apparent, of his/her disability. NCRTD will not require a functional assessment and will accept a self-certification from the visitor that he/she is unable to use fixed route transit.

NCRTD shall make the service available to visitors for any combination of twenty-one (21) days during any 365-day period beginning with the visitor's first use of the service.

The location of an applicant's residence is not a factor in determining eligibility. Persons living outside the service area can be certified for the ADA complementary paratransit service. However, only trips with both an origin and destination inside the service area will be provided.

Application Process

The applicant shall return the completed ADA Paratransit Application to the NCRTD office in either Espanola or the Town of Taos to be considered complete, all of the information requested on the application must be entered and the application must be signed by the applicant.

In addition, the Professional Verification Form must be completed and signed by a qualified licensed professional.

Once the completed application is received in our offices an interview will be scheduled between the applicant and a NCRTD representative in order to complete the certification process. Applicants can request transportations to and from the NCRTD offices in Espanola or Taos for in person interviews.

*See Exhibit A, Paratransit Application.

NCRTD staff will attempt to make a determination from the information included in the ADA Paratransit Application. Should the staff be unable to make a determination based upon the information provided, they may request clarification from the applicant or the professional who completed the Professional Verification Form.

If a determination still cannot be made, NCRTD may require applicants to submit to a functional assessment to determine if they can use the regular fixed-route bus service. NCRTD will pay the cost of the functional assessment as well as provide transportation to and from the appointment.

NCRTD staff will normally make a determination regarding eligibility within twenty one (21) days of receipt of a complete ADA Paratransit Application. Should the staff fail to make such a determination within the twenty-one (21)-day period, the applicant will be "presumed eligible" until such time a determination has been made.

When applications are approved, applicants will be notified by mail they have been certified to use ADA complementary paratransit service for three years, if they are permanently
disabled; or for a shorter, specified time if their disability is temporary. Certified passengers may begin using service immediately following notification.

Approved applicants must recertify for paratransit service every three year’s or when their physical address has changed. Recertification applications must include an updated Professional Verification Form. The form must be thoroughly completed and signed by a qualified licensed professional.

At any time during a passenger 's three-year certification, NCRTD staff may require the certified passenger to submit a new ADA Paratransit Application if there is sufficient cause to believe the passenger 's condition has changed making the person no longer "ADA paratransit eligible."

Applicants who are deemed ineligible for ADA complementary paratransit may appeal by following the procedure established in Section VIII, Appeal Procedures. Applicants denied service may reapply for the service at any time.

All passenger information will be kept confidential by the NCRTD staff unless a release is required by law or court order.

IV. Passenger Responsibilities

General Passenger Condition

All passengers must be able to sit in a bus seat or wheelchair in order to be transported.

Any passenger whose medical condition is such that the passenger is incoherent or requires immediate medical attention to sustain life may be denied service. ADA complementary paratransit service is to be considered a "common carrier" and does not perform ambulance or emergency service.

If the driver reasonably believes a passenger's physical condition or conduct is hazardous, or if a passenger possesses weapons, instruments or equipment that are reasonably believed to be dangerous, or if the passenger presents a direct threat to others, service may be terminated immediately. The passenger will be notified of his/her right to appeal the termination and NCRTD will hear the appeal as soon as reasonably possible.

Reservations

Reservation for service are accepted one (1) day or up to four (4) days in advance prior to the desired trip time. Same day reservations are accepted on a space available basis. In order to schedule a trip, one must speak (either in person or via telephone messaging) with NCRTD staff that will require the following in scheduling a trip:
1. Name
2. Phone Number
3. Pick-Up Address
4. Destination Address
5. Desired Pick-Up Time
6. Desired Drop-Off Time (Appointment Time)
7. Total number of passengers including personal care attendants or companions
8. If Round Trip, Approximate Time of Return Trip

Passengers can schedule service by calling NCRTD at 1-866-206-0754 from 6:00 a.m. to 5:00 p.m. the day prior to service. Requests made one day prior on weekends or holidays between the hours of 6:00 a.m. and 5:00 p.m. for reservations for service on Monday or the day after a holiday shall be accepted as received on the NCRTD’s voice messaging service.

**Riding ADA Complementary Paratransit Service**

Paratransit passengers shall be ready to go fifteen (15) minutes before the scheduled pick-up time. NCRTD makes every effort to arrive as close to the scheduled pick-up time as possible. However, NCRTD may arrive up to fifteen (15) minutes before or fifteen (15) minutes after the scheduled pick-up time.

Example: If you schedule a 9:30 a.m. pick-up, the vehicle may arrive between 9:15 a.m. and 9:45 a.m.

This thirty (30) minute window (consisting of fifteen (15) minutes before to fifteen (15) minutes after the scheduled time) is called the "pick-up time period."

Drivers, after arriving within the pick-up time period, will wait up to five (5) minutes. Any passenger who is not at his/her scheduled pick-up point and ready to go by that time will be considered a "no show" and the driver will leave to pick up other riders. The driver will not return for a second attempt. The only exception will be passengers who have been detained during a medical appointment.

If a passenger knows that he/she will be detained during a medical appointment, the passenger shall call NCRTD at 1-866-206-0754 as soon as possible. When the passenger is ready, he/she shall call NCRTD and the next available vehicle will be dispatched to pick up the passenger.

Service may not be rendered if the vehicle cannot access the origin or destination location, or if the location does not provide safe passage for the vehicle or safe access to the vehicle by the passenger. The driver shall immediately call the dispatcher for further instructions in such case.

Locations where lift deployment is required must have flat level surfaces to ensure safety for
the client and safe operation of the lift.

If you plan on having several stops during a single trip, please schedule each stop separately. Do not ask the driver to drop you off at a location that was not previously scheduled. All pick-ups and drop-offs must be scheduled through the office by calling 866-206-0754. Be sure to allow for a minimum of thirty (30) minutes between your first pick-up and the second one for each round trip. Drivers are not permitted to wait for passengers.

Drivers have other pick-ups and drop-offs on the route. Please do not ask the driver to take you home first or for special arrangements as this will cause delays in the schedule. Please schedule pick-up early enough to account for other pick-ups or drop-offs that may be completed during your trip. NCRTD cannot be responsible for any of passenger’s late arrivals or missed appointments and does not guarantee arrival times.

Drivers are not permitted to enter a passenger’s home under any circumstance.

Drivers are not permitted to maneuver a wheelchair for the passenger. This rule is provided for the safety of the passenger and the driver.

Drivers are not permitted to lift passengers.

If all other passengers on the vehicle are required to wear seat belts, ADA complementary paratransit service passengers shall also be required to wear seat belts. A physician's statement of a passenger's physical inability to wear a seat belt may waive this requirement.

Profanity or abusive conduct shall not be permitted and may result in suspension or termination of service.

Eating or smoking is not allowed on NCRTD vehicles. Drinking is permissible only from a hard container with a Snap-On or screw type lid.

**Transportation of Children**

The minimum age for a child to travel alone aboard ADA complementary paratransit service vehicles is 10 years of age. Children under the age of 10 must have a guardian of legal age accompany them during transport.

"No Shows" and Cancellations

If riders are unable to keep the scheduled appointment time, they should notify NCRTD at least two hours prior to the scheduled pick-up time. Failure to do so may result in the recording of a "no show." A record of all “no shows” will be maintained at the “NCRTD office.

Riders will be suspended for seven days for no-shows if the following criteria are met:
1. No-shows represent 10 percent or more of their scheduled trips, AND

2. The rider has three or more no-shows.

Circumstances beyond the passengers control resulting in a No Show will not be counted against the passenger. Qualifying circumstances include but are not limited to passenger illness, family emergencies, mobility aid failure, cancelled or delayed appointments, adverse weather conditions, and other similar circumstances. Qualifying circumstances will be evaluated on a case-by-case basis by the Operations and Facilities Director. The passenger will be given an opportunity to appeal the suspension before the suspension takes effect.

Accommodation of Wheelchairs and Mobility Devices

A wheelchair is a mobility aid belonging to any class of three- or more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered. NCRTD will accommodate wheelchairs unless the wheelchair is too wide or heavy to be accommodated by the lift or the wheelchair will block the aisle.

All wheelchairs and other mobility devices must be secured to the floor of the vehicle using the securement equipment. The drivers will make every effort not to damage wheelchairs with the securement straps and hooks. Service will be provided even when the wheelchair cannot be secured to the driver’s satisfaction.

In the case where a mobility device is incapable of being properly secured by the securement devices, the driver will notify the rider and will recommend the rider transfer to a seat. In those cases, it will be up to the rider to decide to continue with the ride.

Personal Care Attendants and Companions

A personal care attendant (i.e., someone designated or employed specifically to help the eligible individual meet his/her personal needs) may ride with the eligible individual at no cost. The personal care attendant must board and alight at the same stops as the passenger.

Passengers are guaranteed a seat for at least one companion. Additional companions will be scheduled on a space-available basis. Companions pay the same fare as the ADA paratransit eligible individual they are accompanying. Companions must board and alight at the same stops as the passenger.

A companion (e.g., friend or family member) does not count as a personal care attendant unless the eligible individual regularly makes use of a personal care attendant and the companion is actually acting in that capacity.

As part of the initial eligibility certification process, an individual must indicate whether he/she travels with a personal care attendant. If someone does not indicate the use of an attendant, then any individual accompanying him/her would be regarded simply as a companion.
Service Animals and Pets

Please refer to the District policy on Service Animals and Pets.

Carry-On Packages

There is a five (5) bag limit or what the passenger can carry comfortably for all groceries and goods purchased during the scheduled trip. The driver will hand them to the passenger but will not carry them out of the store or into their home. The bus operator will assist an individual to get on or off the bus.

If an individual needs assistance beyond this, The District recommends that he/she must be accompanied by a personal care attendant or companion. Required personal care attendants ride free with the person they are assisting.

V. Public Involvement

Goal

NCRTD is committed to providing on-going mechanisms to involve the public in decisions regarding its services, policies and procedures.

Consumer Satisfaction Surveys

Consumer satisfaction survey forms will be mailed one time each year to all certified ADA complementary paratransit service passengers. These surveys will measure customer satisfaction with aspects of NCRTD services including prompt telephone answering, scheduler courtesy, ability to get requested pick-up time, timeliness of pick-ups and drop-offs, response time for return trip, amount of time traveling, courtesy of drivers, level of assistance by drivers, safety of service and general satisfaction with service. The results of these surveys will be compiled and reported to the NCRTD Board of Directors.

Public Hearings

Public hearings will be held on an as-needed basis to obtain input from persons with disabilities on such topics as proposed service changes, proposed fare increases, and other similar topics.

Focus Groups

Focus groups made up of persons with disabilities and representatives from agencies serving the needs of persons with disabilities will be held on an ad hoc basis to deal with specific service and policy issues that require in-depth discussion.
VI. Public Information Dissemination

Goal

NCRTD is committed to providing information about its services, policies and procedures to the public in accessible formats for persons with disabilities.

Accessible Formats

NCRTD makes use of an operator-assisted RELAY service so that persons with hearing or speech impairments may, by dialing 711, communicate with and receive information from NCRTD staff.

Persons with vision impairments may request braille information through the State library, or request NCRTD provide big font print, or request information via New Mexico School for the Blind reader service.

VII. Appeal Procedures

Goal

NCRTD has adopted the following appeal procedures as the mechanism for resolving complaints relative to the ADA complementary paratransit services, policies and procedures.

The following administrative procedure has been established to insure prompt and equitable resolution of appeals of any person with a disability that has been denied eligibility for ADA complementary paratransit service. The same appeal procedure will be used for appeals filed by persons who have been notified of a pending service termination or suspension.

Appeal Procedure

An applicant/passenger who wishes to appeal an eligibility determination, service suspension or termination must address an appeal, in writing, to the NCRTD within 60 days of the denial of the application or the notification of suspension of service. The appellant will be entitled to be heard in person and to have necessary support, such as a sign interpreter, or may choose to be represented by another person.

The appellant will be notified in writing of the NCRTD decision as soon as possible. NCRTD will not provide paratransit service to the individual pending the determination on appeal. If a decision has not been made within 30 days of the completion of the appeals process, NCRTD will provide paratransit service from that time until and unless a decision to deny the appeal is issued.
Demand-Response Service and Dial-a-Ride
Policies & Procedures

North Central Regional Transit District

January 2019

Adopted January 11, 2019 by Board Resolution No.
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Exhibits Maps - Service Areas
I. Demand-Response Service

Goal

It is the goal of the NCRTD to provide mobility options for those residents of Rio Arriba County and the City of Espanola that don't have a fixed route readily available to them.

Service Area

Demand-Response service is available to Rio Arriba County and the City of Espanola residents that do not have a fixed route available to them or live within a 15-mile radius of the Espanola Park and Ride Lot located at Paseo de Onate at Calle Espinosa.

The communities of Arroyo Seco and La Puebla are included for ADA service only, during peak hours only on the Santa Fe and Chimayo routes. It is the policy of the NCRTD that demand-response service is curb-to-curb. Door-to-door service will be considered on a case-by-case basis.

*(see Demand Response service area map Exhibit B)*

Reservations for Service

Two types of service will be available: subscription and reservation.

Subscription service will be offered for any trip that occurs every week, originates and terminates at the same scheduled location, at the same hour each day. Requests for subscription service must be made at least one (1) day prior to the first trip, and up to four (4) days in advance. The number of subscription service trips accepted shall not exceed 50% of the total trips scheduled by all passengers unless there is non-subscription capacity.

Reservation service shall be available for any trip. Requests for reservation service must be made at least one (1) day prior up to four (4) days in advance on a first come, first served basis. Same-day reservations are accepted only on a space available basis.

Requests for service shall be accepted from 6:00 a.m. to 5:00 p.m. on the day prior to the service day. Reservations for service on Monday or the day after a holiday shall be received on the NCRTD’s voice messaging service. Passengers shall request both pick up and return trips when making reservations.

Trips shall be scheduled to begin no more than one hour before or after the desired departure time. The trip shall be scheduled to arrive at the pick-up location within a 30-minute time frame.
Fares

The fare for demand-response service is $1.00 one-way for curb to curb service. The fare for approved door to door service is $1.00 one-way. Payment for the fare must be in cash and in the exact amount. Payment is due at the time of boarding.

Passenger companions and personal care attendants shall pay a fare of $1.00 one way. Additional guests will be scheduled on a space available basis, payment of the fare must be in cash and in the exact amount. All fares shall be paid at the time of boarding.

No Trip Purpose Restrictions

Trips for any purpose will be accommodated and will not be prioritized by trip purpose. Passengers may be asked the nature of their trip so as the NCRTD can be prepared to provide appropriate safety measures.

Hours and Days of Service

The demand-response service shall operate from 6:00 a.m. to 6:00 p.m. Monday through Friday. No Saturday or Sunday service is provided.

Service is not offered on the following holidays:

New Year 's Day
Dr. Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

Inclement Weather

In the unlikely event of service cancellation due to inclement weather, NCRTD personnel shall attempt to contact all scheduled passengers at the telephone numbers provided during the reservation.
**Lost and Found**

NCRTD will not be responsible for items left on vehicles. However, if found, item(s) will be held for a maximum of thirty (30) days. If the item is not claimed within thirty (30) days, it may be donated to a local charitable organization.

Passengers attempting to locate lost items should call the NCRTD office. If the passenger's item has been located, every effort will be made to return the item to the passenger on his/her next scheduled trip.

**Riding Demand-Response Service**

Demand-Response passengers shall be ready to go fifteen (15) minutes before the scheduled pick-up time. NCRTD makes every effort to arrive as close to the scheduled pick-up time as possible. However, NCRTD may arrive up to fifteen (15) minutes before or fifteen (15) minutes after the scheduled pick-up time.

Example: If you schedule a 9:15 a.m. pick-up, the vehicle may arrive between 9:00 a.m. and 9:30 a.m.

This thirty (30) minute window (consisting of fifteen (15) minutes before to fifteen (15) minutes after the scheduled time) is called the "pick-up time period."

Drivers, after arriving within the pick-up time period, will wait up to five (5) minutes. Any passenger who is not at his/her scheduled pick-up point and ready to go by that time will be considered a "no show" and the driver will leave to pick up other riders. The driver will not return for a second attempt. The only exception will be passengers who have been detained during a medical appointment.

If a passenger knows that he/she will be detained during a medical appointment, the passenger shall call NCRTD at 1-866-206-0754 as soon as possible. When the passenger is ready, he/she shall call NCRTD and the next available vehicle will be dispatched to pick up the passenger.

Service may not be rendered if the vehicle cannot access the origin or destination location or if the location does not provide safe passage for the vehicle or safe access to the vehicle by the passenger. The driver shall immediately call the dispatcher for further instructions in such case.

If you plan on having several stops during a single trip, please schedule each stop separately. Do not ask the driver to drop you off at a location that was not previously scheduled. All pick-ups and drop-offs must be scheduled through the office by calling 866-206-0754. Be sure to allow for a minimum of thirty (30) minutes between your first pick-up and the second one for each round trip. Drivers are not permitted to wait for passengers.

Drivers have other pick-ups and drop-offs on the route. Please do not ask the driver to take
you home first or for special arrangements as this will cause delays in the schedule. Please schedule pick-up early enough to account for other pick-ups or drop-offs that may be completed during your trip. NCRTD cannot be responsible for any of passenger’s late arrivals or missed appointments and does not guarantee arrival times.

Drivers are not permitted to enter a passenger's home under any circumstance.

**Transportation of Children**

The minimum age for a child to travel alone aboard Demand Response service vehicles is 10 years of age. Children under the age of 10 must have a parent or guardian of legal age accompany them during transport.

"No Shows” and Cancellations

If riders are unable to keep the scheduled appointment time, they should notify NCRTD at least two hours prior to the scheduled pick-up time. Failure to do so may result in the recording of a "no show." A record of all "no shows” will be maintained at the “NCRTD office.

Riders will be suspended for seven days for no-shows if the following criteria are met:

1. No-shows represent 10 percent or more of their scheduled trips, AND
2. The rider has three or more no-shows.

Circumstances beyond the passengers control resulting in a No Show will not be counted against the passenger. Qualifying circumstances include but are not limited to passenger illness, family emergencies, mobility aid failure, cancelled or delayed appointments, adverse weather conditions, and other similar circumstances. Qualifying circumstances will be evaluated on a case-by-case basis by the Operations and Facilities Director. The passenger will be given an opportunity to appeal the suspension before the suspension takes effect.

**Carry-On Packages**

There is a five (5) bag limit or what the passenger can carry comfortably for all groceries and goods purchased during the scheduled trip. The driver will hand them to the passenger but will not carry them out of the store or into their home. The bus operator will assist an individual to get on or off the bus.

If an individual needs assistance beyond this, he/she must be accompanied by a personal care attendant. Required personal care attendants ride free with the person they are assisting.
II. Dial-a-Ride Service

Goal

It is the goal of the NCRTD to provide mobility options for those residents of the Pojoaque-Nambe area that do not have a fixed route readily available to them.

Service Area

Dial-a-Ride service* is available to the Pojoaque-Nambe area residents that do not have fixed route service available to them. It is the policy of the NCRTD that Dial-a-Ride service is Curb-to-Curb. Door-to-Door service will be considered on a case-by-case basis.

* See Maps Exhibit D—Dial-a-Ride Service Area

Reservations for Service

Two types of service will be available: subscription and reservation.

Subscription service will be offered for any trip that occurs every week, originates and terminates at the same scheduled location, at the same hour each day. Requests for subscription service must be made at least one (1) day prior and up to four (4) days in advance. The number of subscription service trips accepted shall not exceed 50% of the total trips scheduled by all passengers unless there is non-subscription capacity.

Reservation service shall be available for any trip. Requests for reservation service may be made at least one (1) day prior and up to four (4) days in advance. However, single trip reservations may be made up to one (1) hour in advance on the same day where space is available.

Requests for service shall be accepted from 6:00 a.m. to 5:00 p.m. on the day prior to the service day. Reservations for service on Monday or the day after a holiday shall be received on the NCRTD's voice messaging service. Passengers shall request both pick up and return trips when making reservations.

Trips shall be scheduled to begin no more than one (1) hour before or after the desired departure time. The trip shall be scheduled to arrive at the pick-up location within a thirty (30)-minute time frame.
Fares

There is no fare for Dial-a-Ride service.

No Trip Purpose Restrictions

Trips for any purpose will be accommodated and will not be prioritized by trip purpose. Passengers may be asked the nature of their trip so as the NCRTD can be prepared to provide appropriate safety measures.

Hours and Days of Service

The Dial-a-Ride service shall operate from 8:00 a.m. to 4:00 p.m. Monday through Friday. No Saturday or Sunday service is provided.

Service is not offered on the following holidays:

New Year's Day
Dr. Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

Inclement Weather

In the unlikely event of service cancellation due to inclement weather, NCRTD personnel shall attempt to contact all scheduled passengers at the telephone numbers provided during the reservation.

Lost and Found

Neither NCRTD nor its service contractor will be responsible for items left on vehicles. However, if found, the item(s) will be held for a maximum of thirty (30) days.

Passengers attempting to locate lost items should call the NCRTD office. If the passenger's item has been located, every effort will be made to return the item to the passenger on his/her next scheduled trip.
Riding Dial-a-Ride Service

Dial-a-Ride passengers shall be ready to go fifteen (15) minutes before the scheduled pick up time. NCRTD makes every effort to arrive as close to the scheduled pick-up time as possible. However, NCRTD may arrive up to fifteen (15) minutes before or fifteen (15) minutes after the scheduled pick-up time.

Example: If you schedule a 9:30 a.m. pick-up, the vehicle may arrive between 9:15 a.m. and 9:45 a.m.

This thirty (30) minute window (of fifteen (15) minutes before to fifteen (15) minutes after the scheduled time) is called the "pick-up time period."

Drivers, after arriving within the pick-up time period, will wait up to five (5) minutes. Any passenger who is not at his/her scheduled pick-up point and ready to go by that time will be considered a "no show" and the driver will leave to pick up other riders. The driver will not return for a second attempt. The only exception will be passengers who have been detained during a medical appointment.

If passenger knows that he/she will be detained during a medical appointment, the passenger shall call NCRTD at 1-866-206-0754 as soon as possible. When the passenger is ready, he/she shall call NCRTD and the next available van will be dispatched to pick up the passenger.

Service may not be rendered if the vehicle cannot access the origin or destination location or if the location does not provide safe passage for the vehicle or safe access to the vehicle by the passenger. The driver shall immediately call the dispatcher for further instructions in such case.

If you plan on having several stops during a single trip, please schedule each stop separately. Do not ask the driver to drop you off at a location that was not previously scheduled. All pick-ups and drop-offs must be scheduled through the office by calling 866-206-0754. Be sure to allow for a minimum of thirty (30) minutes between your first pick-up and the second one for each round trip. Drivers are not permitted to wait for passengers.

Drivers have other pick-ups and drop-offs on the route. Please do not ask the driver to take you home first or for special arrangements as this will cause delays in the schedule. Please schedule pick-up early enough to account for other pick-ups or drop-offs that may be completed during your trip. NCRTD cannot be responsible for any of passenger’s late arrivals or missed appointments and does not guarantee arrival times.

Drivers are not permitted to enter a passenger's home under any circumstance.
Transportation of Children

The minimum age for a child to travel alone aboard Dial a Ride service vehicles is 10 years of age. Children under the age of 10 must have a parent or guardian of legal age accompany them during transport.

"No Shows" and Cancellations

If riders are unable to keep the scheduled appointment time, they should notify NCRTD at least two hours prior to the scheduled pick-up time. Failure to do so may result in the recording of a "no show." A record of all "no shows" will be maintained at the NCRTD office.

Riders will be suspended for seven days for no-shows if the following criteria are met:

1. No-shows represent 10 percent or more of their scheduled trips, AND
2. The rider has three or more no-shows.

Circumstances beyond the passenger’s control resulting in a No Show will not be counted against the passenger. Qualifying circumstances include but are not limited to passenger illness, family emergencies, mobility aid failure, cancelled or delayed appointments, adverse weather conditions, and other similar circumstances. Qualifying circumstances will be evaluated on a case-by-case basis by the Operations and Facilities Director. The passenger will be given an opportunity to appeal the suspension before the suspension takes effect.

Carry-On Packages

There is a five (5) bag limit or what the passenger can carry comfortably for all groceries and goods purchased during the scheduled trip. The driver will hand them to the passenger but will not carry them out of the store or into their home. The bus operator will assist an individual to get on or off the bus.

If an individual needs assistance beyond this, NCRTD recommends that he/she must be accompanied by a personal care attendant/companion. Required personal care attendants ride free with the person they are assisting.
Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: January 11, 2019
Agenda Item – G

Title: Discussion and Consideration of Resolution No. 2019– 01 Adapting the 2019 North Central Regional Transit District’s Legislative Agenda

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: This resolution establishes a “Legislative Agenda” which is used as a guide for the Districts intergovernmental efforts. The Legislative Agenda serves as guidance from the Board of Directors to staff and our legislative support contractor in order to deal with various State officials and entities with a consistent voice. The Federal items provide guidance to the Executive Director and Chairman as to our priority items related to federal issues and in dealing with our elected federal legislators.

Background: This is the 7th annual resolution related to this topic that the NCRTD has adopted. Various sources are used when determining the District’s priorities such as:

- Regional, State and National Organizations’ identified priorities;
- Staff recommended and identified issues;
- Review of state and federal budgets
- Reference to the District’s Long-Range Strategic Plan.

The 2019 State Legislative Session commences on January 15, 2019 and ends on March 16, 2019. This is the 60-day session. February 14, 2019 is the deadline for introduction of bills. By April 5, 2019 any passed legislation not acted upon by the governor is pocket vetoed.

Recommended Action: It is recommended that the Board adopt Resolution 2019-01.

Options/Alternatives: The Board may consider the following options/alternatives:

1. Take no action; or
2. Adoption of the recommendation; or
3. Provide further direction in relation to the legislative priorities and then act to adopt the resolution.

Fiscal Impact: The fiscal impacts vary depending on the specifics of the legislation. However, our efforts focus on decisions that are revenue neutral or enhancements for the District.

Attachments:
Resolution No. 2019-01 Legislative Agenda – State and Federal
A RESOLUTION ADOPTING THE 2019 NORTH CENTRAL REGIONAL TRANSIT DISTRICT LEGISLATIVE AGENDA

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Section 73-25-1 et seq.); and

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation on the 14th day of September 2004; and

WHEREAS, the NCRTD Board of Directors and Staff is concerned with legislative matters at the state and federal level which could have an impact on the operations of the District; and

WHEREAS, the NCRTD seeks to advocate on its behalf to protect the District's interests at the state and federal level; and

WHEREAS, the staff and its legislative support contractor require guidance in dealing with various state and federal officials in order to establish those priority items for federal and state legislative review and enactment including but not limited to actions of the New Mexico State Legislature during its next session.

NOW, THEREFORE, BE IT RESOLVED by the NCRTD Board of Directors that the District's, State and Federal Legislative Priorities are as follows:

GENERAL LEGISLATIVE POLICY

Statement of Preservation

As a general policy, the North Central Regional Transit District (District) seeks to preserve its current authority to govern the affairs of the District and its property. The District will oppose any legislation viewed as detrimental to the District’s strategic goals and existing statutory purpose; that is contrary to the health, safety, and welfare of its constituents, that mandates increased costs or loss of revenues; or that would diminish the fundamental authority of the District.

Statement of Support

Similarly, the District supports any legislation viewed as advancing the District’s strategic goals (as set forth in the District's 2015 Long Range Strategic Plan) and existing statutory purpose; that improves the
health, safety, and welfare of its constituents; that responsibly increases revenues; or that advances the District’s authority to conduct the public’s business.

Coalitions-based Advocacy with Parties that Share Common Goals and Interests

The District will engage and foster strategic partnerships with cities, counties, pueblos, political subdivisions, non-profits, regional and metropolitan planning organizations and private sector entities that share common goals with the District. Additionally, the District will work in coordination with regional and national organizations such as the New Mexico Transit Association, South West Transit Association, American Public Transportation Association, New Mexico Municipal League and New Mexico Association of Counties when their adopted positions are in line with the legislative objectives, goals and priorities of the District. The involvement in strategic partnerships and coordinated efforts is intended to provide the District with a stronger presence in the legislative process.

LEGISLATIVE PRIORITIES 2019

STATE
- Support capital appropriations for funding the $2,382,459 gap for construction of the new maintenance facility.
- Support capital appropriations to construct NM-64 & NM-150 Park and Ride.
- Support capital appropriations to acquire replacement buses.
- Support capital appropriations to fund ADA improvements.
- Support capital appropriations to acquire Satellite Facility in Santa Fe.
- Support capital appropriations to fund the NCRTD’s Long Range Strategic and Capital Improvement Plan.
- Support a reliable and adequate source of financing for NCRTD.
- Support continued relationships, collaboration and support with county, municipal and tribal governments to solve transportation needs of New Mexican citizens.
- Support legislation that enhances NCRTD in its ability to serve its constituents.
- Support legislation that establishes State funding to support Transit Capital and Operational needs.
- Support legislation that provides tax stabilization from National Laboratories in New Mexico.
- Oppose changes to gross receipts structure for the funding of the North Central Regional Transit District that materially compromises reliable funding for the District.
- Oppose unfriendly amendments to the Regional Transit District Statue (Article 25 Regional Transit District).
- Oppose any decrease in gross receipts used to fund services provided by NCRTD.
- Monitor state budget and transportation funding opportunities.
- Monitor or oppose legislation deemed to directly affect the NCRTD and/or its ability to serve its constituents.

FEDERAL
- Monitor and support surface transportation authorization funding Fixing America’s Surface Transportation (FAST) Act.
- Support level or increased Transportation appropriations.
- Support legislation that identifies long-term funding for transportation.
- Support efforts to protect transportation funding from federal legislative initiatives or budget proposals.
- Support legislative policies that promote national Transit Safety and Security.
• Support reasonable legislative policies and programs that incorporate public transit as a solution to achieve environmental sustainability.
• Work with the American Public Transportation Association and other state and national associations to oppose efforts that would reduce funding for transit or that would make significant policy shifts that would be unfavorable to the NCRTD.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 11th DAY OF JANUARY 2019.

__________________________
Daniel Barrone, Chairman

Approved as to form:

Peter Dwyer, Counsel
Title: Discussion and Consideration of Resolution No. 2019-04 A Resolution Authorizing and Approving Staff Efforts To Seek Such Additional Financing As May Reasonably Necessary To Fund The Full Project Costs For Planning, Designing, Building, Equipping And Commissioning A New Maintenance Facility.

Prepared By: Hector E. Ordonez, Finance Director

Summary: The attached resolution authorizes the District staff to seek financing options for the $2,382,459 "gap" between the federal grants and the anticipated project costs for the new Maintenance Facility.

Background: The current project plan calls for a total project cost of $7,274,369. Federal grants have been secured in the amounts of $3,600,000 and $1,291,910. The difference between the federal grant amounts awarded and the project cost is $2,382,459. The District's primary option for financing the difference is to seek legislative approval of state funds in the 2019 session of the New Mexico State Legislature. In the event the funds are not made available, the District needs to consider financing options including bonding for and borrowing the needed amounts.

A primary option would be to borrow the amount from the New Mexico Finance Authority (NMFA). The attached resolution is based upon a form provided by NMFA, but any actual application to NMFA will require another resolution with the specific amounts requested and additional details regarding the specific application.

Other options include the District issuing bonds independently or paying the amount from reserves. Because the District staff does not know yet, whether State of New Mexico appropriations will be made available or the total amount of any prospective appropriation, the staff is proceeding on the assumption that financing may be required to complete the project. The attached resolution authorizes the staff to take the necessary steps to seek financing while the project is moving forward to prevent delays while waiting to see if State appropriations are made available.

Recommended Action: It is recommended that the Board move to approve the attached resolution to authorize staff to seek financing options while simultaneously seeking legislative appropriations to close the funding gap for the project.
**Options/Alternatives:** Do not pass the resolution and await a decision from the New Mexico State Legislature. This alternative could result in delays in the financing process.

**Fiscal Impact:** The adoption of the resolution only authorizes the staff to initiate the process of seeking financing. Any final decision on funding or financing the project will be brought back to the Board for approval once the total funding picture becomes clearer.

**Attachments:**
- Resolution No. 2019-04
North Central Regional Transit District (NCRTD)

Resolution 2019-04

A RESOLUTION AUTHORIZING AND APPROVING STAFF EFFORTS TO SEEK SUCH ADDITIONAL FINANCING AS MAY BE REASONABLY NECESSARY TO FUND THE FULL PROJECT COSTS FOR PLANNING, DESIGNING, BUILDING, EQUIPPING AND COMMISSIONING A NEW MAINTENANCE FACILITY

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, it is lawful for the NCRTD to finance the construction of needed facilities (NMSA 1978, Section 73-25-6 (A) (6)); and

WHEREAS, the NCRTD Board has the non-delegable authority to NMSA 1978, Section 73-25-6 (A) 3, 4 and 5, to enter into such agreements and financial commitments as may be necessary to finance District improvements; and

WHEREAS, the District (the "Governmental Unit"), in the State of New Mexico (the "State"), is a Regional Transit District duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the Governmental Unit Board of Directors (the "Governing Body") is the governing body of the Governmental Unit; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of a Maintenance Facility to be located at 1327 North Riverside Drive in Espanola, New Mexico, ("Project") for the benefit of the Governmental unit and its citizens; and

WHEREAS, the Governing Body has determined that it is in the best interest of the Governmental Unit to seek financing alternatives for the cost of designing, building, equipping and commissioning the proposed new maintenance facility Project; and

WHEREAS, the District currently has federal grants in the amount of 3.6 million and 1.29 million for the construction of the Project; and
WHEREAS, the matching amounts for the federal grants must be paid from non-federal funding sources; and

WHEREAS, the anticipated total project cost with contingency of building the Project is currently estimated to be $7,274,369.

WHEREAS, the difference between the current identified funding for the project and the project cost is currently $2,384,369.

WHEREAS, the Board of Directors wishes to explore options for financing or funding the $2,384,369.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT THAT:

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the District Staff is directed to seek alternatives for financing or funding the balance of the project costs not already funded through federal grants.

Section 3. That the officers and employees of the District are hereby directed to assess options to finance the project including potential bond financing and report back to the Board with alternatives.

PASSED, APPROVED AND ADOPTED this _____ day of ____________, 2019.

____________________________________
Daniel Barrone, NCRTD Chair

Approved as to form:

____________________________________
Peter Dwyer, Legal Counsel
**Title:** Discussion and Consideration of Resolution No. 2019-05 A Resolution Of The Governing Body Of The North Central Regional Transit District Declaring Its Official Intent To Reimburse Itself With The Proceeds Of A Future Borrowing For Capital Expenditures Paid To Finance The District Maintenance Facility Located At 1327 North Riverside Drive In Espanola New Mexico; Identifying The Capital Expenditures And The Funds To Be Used For Such Payment; And Providing Certain Other Matters In Connection Therewith.

**Prepared By:** Hector E. Ordonez, Finance Director and Peter Dwyer, Legal Counsel.

**Summary:** The attached resolution authorizes the District to repay up to $700,000 of the actual costs of the Maintenance Facility project from any bond issue that may be utilized to finance the project.

**Background:** The current project plan calls for financing the $2,382,459 gap in funding which is comprised of the difference between federal grants awarded and the estimated project cost. The District's primary option for gap financing is to seek legislative approval of state funds in the 2019 session of the New Mexico State Legislature. In the event the funds are not made available and financing through a bond issue is required the District wants to be able to "reimburse" itself the amounts anticipated to be expended on the project prior to the issuance of the bonds and availability of bond proceeds. Currently the plan is to seek financing through the New Mexico Finance Authority (NMFA). The resolution form attached is based on a model form provided by NMFA. The $700,000 amount is calculated based upon the estimated completion of architectural design work for the project prior to the financing.

**Recommended Action:** It is recommended that the Board move to approve the attached resolution to authorize repayment of District funds from any financing needed to complete the Maintenance Facility project.

**Options/Alternatives:** Do not pass the resolution and await a decision from the New Mexico State Legislature. This alternative could compromise repayment of amounts expended on design of the project prior to the close of the legislative session. Another alternative would be to not adopt the resolution and pay for project costs out of District reserves.

**Fiscal Impact:** The adoption of the resolution only authorizes the repayment of District funds from the bond proceeds and does not have a direct fiscal impact as both the amounts in the current
District reserves and the amounts borrowed as District funds and the resolution only deals with allocation of those funds.

**Attachments:**

- Resolution No. 2019-05
A RESOLUTION OF THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF WITH THE PROCEEDS OF A FUTURE BORROWING FOR CAPITAL EXPENDITURES PAID TO FINANCE THE DISTRICT MAINTENANCE FACILITY LOCATED AT 1327 NORTH RIVERSIDE DRIVE IN ESPAÑOLA, NEW MEXICO; IDENTIFYING THE CAPITAL EXPENDITURES AND THE FUNDS TO BE USED FOR SUCH PAYMENT; AND PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, it is lawful for the NCRTD to charge fares for transit services (NMSA 1978, Section 73-25-6 (A) (4)); and

WHEREAS, the NCRTD Board has the non-delegable authority to NMSA 1978, Section 73-25-5 (A) 6 to issue bonds; and

WHEREAS, the District (the "Governmental Unit"), in the State of New Mexico (the "State"), is a Regional Transit District duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the Governmental Unit Board of Directors (the "Governing Body") is the governing body of the Governmental Unit; and

WHEREAS, the Governing Body has determined that it is in the best interest of the Governmental Unit to make certain capital expenditures in connection with the Project (as hereinafter defined); and

WHEREAS, the Governmental Unit currently intends and reasonably expects to participate in borrowing to finance such capital expenditures within 18 months of the date of such capital expenditures or the placing in service of the Project, whichever is later (but in no event more than three years after the date of the original expenditure of such moneys), including an amount not to exceed $700,000.00 for reimbursing the Governmental Unit for the portion of
such capital expenditures made no earlier than 60 days prior to the date hereof or to be made after the date hereof but before such borrowing; and

WHEREAS, the Governing Body hereby desires to declare its official intent, pursuant to 26 C.F.R. §1.150-2, to reimburse the Governmental Unit for such capital expenditures with the proceeds of the Governmental Unit’s future tax-exempt borrowing.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT THAT:

Section 1. Declaration of Official Intent. The Governmental Unit presently intends and reasonably expects to finance the maintenance facility located at 1327 North Riverside Drive (the "Project") with moneys currently held in Governmental Unit’s undesignated reserve balance.

Section 2. Dates of Capital Expenditures. All of the capital expenditures within the scope of this Resolution were made no earlier than 60 days prior to the date of this Resolution.

Section 3. Issuance of Bonds or Notes. The Governmental Unit presently intends and reasonably expects to participate in borrowing within 18 months of the date of the expenditure of moneys on the Project or the date upon which the Project is placed in service or abandoned, whichever is later (but in no event more than three years after the date of the original expenditure of such moneys), and to allocate an amount not to exceed $700,000.00 of the proceeds thereof to reimburse the Governmental Unit for its prior expenditures in connection with the Project.

Section 4. Confirmation of Prior Acts. All prior acts of the officials, agents and employees of the Governmental Unit that are in conformity with the purpose and intent of this Resolution, and in furtherance of the Project, shall be and the same hereby are in all respects ratified, approved and confirmed.

Section 5. Repeal of Inconsistent Resolutions. All other resolutions of the Governing Body or parts of resolutions, inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

Section 6. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 11th day of January 2019.

____________________________________
Daniel Barrone, NCRTD Chair

Approved as to form:

_________________________
Peter Dwyer, Legal Counsel
Title: Discussion and Consideration of Resolution No. 2019-06 Adoption of a Resolution to Adjust Budgeted Revenues And Expenses for Fiscal Year 2019

Prepared By: Hector E. Ordonez, Finance Director

Background: The NCRTD Finance Department is asking for a budget amendment to increase the federal and local match revenue accounts as well as the offsetting contract and vehicle components & related equipment expense accounts. These changes are required to pay for the completed Taos facility needs assessment and equipment for buses received in July-August 2018.

Summary: The NCRTD Staff is seeking a Budget Amendment to increase the Federal revenue account and the contractual services expense account by $68,000 to pay for the Taos Facility Needs Assessment. The project was budgeted in FY 2018, but it started late in the Fiscal Year and no substantial work was performed at that time. This budget amendment request is to roll over the appropriate revenue to FY 2019. Lastly, an increase of $118,291 is requested to increase federal grant revenue for vehicle components and related equipment expenses for buses received in August and September of 2018. The Buses were paid for and budgeted during the FY2018, but the equipment was not received within 90 days after the end of the 2018 fiscal year.

The recommended actions can be illustrated as follows:
**Budget Increases:**

Revenues:
- Federal Grants- 5304 Taos Facility Needs Assessment $54,400
- Local Match- Taos Facility Needs Assessment $13,600
- Federal Grants- 5311 Capital (Vehicle Equipment) $83,214
- Local Match- Vehicle Equipment $35,077
  
  $186,291

Expenses:
- Contractual Services- Needs Assessment $68,000
- Vehicle Components & Related Equipment $118,291
  
  $186,291

**Recommended Action:** It is recommended that the Board approves this budget amendment to increase the capital and operating budget of the District.

**Options/Alternatives:**
1. Take no action or partial action limiting operating abilities at this time; or
2. Adopt the resolution.

**Fiscal Impact:** The overall impact to the budget will be a net increase of $186,291 to recognize federal grant and respective local match for operating and capital expenses budgeted in 2018 but not incurred until FY2019.

**Attachment:**
Resolution No. 2019-06
North Central Regional Transit District (NCRTD)
Resolution 2019-06

ADOPTION OF A RESOLUTION TO ADJUST BUDGETED REVENUES AND EXPENSES
FOR FISCAL YEAR 2019

WHEREAS, the Governing body in and for the NCRTD has developed a budget for Fiscal Year (FY) 2019; and

WHEREAS, the District staff is requesting an increase in the Federal Grants revenue and local match accounts in the amount of $186,291 to pay for the Taos Needs Assessment and vehicle components and related equipment for buses received after the end of the 2018 Fiscal Year; and

WHEREAS, the District staff is requesting an increase of $68,000 in the Contractual Services account for the Taos Needs Assessment Study and a $118,291 increase in the vehicle components and related equipment accounts to pay for electronic components for buses paid for in FY 2018 but received 90 days after the end of the Fiscal Year; and

WHEREAS, the Board of Directors of the District hereby approved the following budget increase in federal revenues in the amount of $137,614; increase of $48,677 in local match; increase of $68,000 in the contractual services expense account and an increase of $118,291 in the vehicle components and related equipment expense account. Therefore:

Budget Increases:

Revenues:
Federal Grants- 5304 Taos Facility Needs Assessment $ 54,400
Local Match- Taos Facility Needs Assessment 13,600
Federal Grants- 5311 Capital (Vehicle Equipment) 83,214
Local Match- Vehicle Equipment 35,077

$ 186,291

Expenses:
Contractual Services- Needs Assessment $ 68,000
Vehicle Components & Related Equipment $ 118,291

$ 186,291

WHEREAS, the Board of Directors of the District, State of New Mexico, hereby adopts the budget amendment described herein for the FY2019 budget and respectfully request approval from the State of New Mexico’s Local Government Division of the Department of Finance and Administration.
NOW, THEREFORE BE IT RESOLVED by the NCRTD Board of Directors that the request to restate the FY 2019 budget as amended is hereby approved and adopted this 11th day of January 2019.

Daniel R. Barrone, Board Chair

Approved as to form:

Peter Dwyer, Counsel
Title: Presentation on the Sustainability Plan Fiscal Year 2018 Goals and Metrics Annual Report

Prepared By: Delilah D. Garcia, Transit Operations and Facilities Director

Summary: As required by the North Central Regional Transit District (NCRTD) Sustainability Committee Plan and the Sustainability Plan Committee Charter this annual sustainability report is to be presented to the Board.

Background:

In February 2014, the Board adopted the Sustainability Plan. The plan calls for the establishment of a Sustainability Committee (Committee) that would set goals, measurements and provide reports of progress on sustainability initiatives to the Board. Since then the Board approved a seven (7) member Committee as set forth in the Sustainability Plan.

In January 2015, the Committee met and agreed on goals and metrics that would effectively guide and measure the working of the Sustainability Plan. The goals and metrics address all areas of the Sustainability Plan with the following specific objectives:

- **Alternative Fuels:** Reduce greenhouse gasses and reduce the carbon footprint within the District.
- **Existing Facilities:** Manage facilities in a manner of best practices with green initiatives in the areas of utilities usage, waste reduction/recycling, alternative power source and the maximum benefit of facility use.
- **Field Facilities:** Produce excellent field facilities of bus stops and shelters that maximize customer use, educate the community of the environmental benefits of public transit and the green initiatives of the NCRTD and utilization of alternative energy.
- **Future Facilities/Land Use:** Establish sustainable guidelines for planning and design that will be required for future facilities and/or third-party development of District property.
Alternative Fuels

- Two (2) 18 Passenger Alternative Fuel buses, one (1) CNG, one (1) LPG, and One (1) 14 passenger one (1) E85 Flex Fuel bus have been in operation since the fall of 2016.
- A fuel analysis on the CNG, LPG, and E85 buses have been conducted on fuel consumptions between January 1, 2018-December 12, 2018.
  - The LPG bus is fueled at Ferrell gas, the average cost per gallon is $2.89 as of 12/12/18. The average miles per gallon are 6.82.
  - The CNG bus is fueled at the Clean Energy commercial fueling facility in Santa Fe, the average cost per gallon was $2.48 as of 12/12/18. The average miles per gallon were 9.90.
  - The E85 Flex Fuel bus can be fueled at any fueling station that sells E85 fuel. The average cost per gallon is $2.00 per gallon. The average miles per gallon is 14.60.

Existing Facilities

The sustainability committee recommended registering the District’s utilities usage in the EPA’s Energy Star program. An organization must score at least 75 to rate in the Energy Star program.

For FY 18 the District Headquarters scored 73 on a scale of 1-100.
For FY 18 the Taos Transit Yard scored 78 on a scale of 1-100.

In 2018, the district recycled a total of 10,430.15 lbs. of material an increase of 404% from the previous year, 8,622 lbs. were from scrap metal collected at the Taos Facility. Recycling materials including plastic, cardboard, scrap metal and paper were sent to Los Alamos County, Town of Taos Recycling Center and Aguirre Salvage recycling.

Field Facilities

During the Spring of 2018 the Facilities Staff worked to rehab and paint bus shelters in the Taos Area. While working on this project, they also addressed and repaired all bus stops with solar lighting.

Future Facilities/Land Use

Project planning for the new Maintenance Facility was initiated in 2018. The staff has prepared solicitation documents seeking an Architect/Engineer for the project and integrating sustainability criteria into the evaluation of the Offerors. It is not yet known the degree and extent to which the project can be made to meet LEED standards but the project budget included $65,000 for LEED Certification.

Recommended Action: None

Options/Alternatives: Presentation and discussion only

Fiscal Impact: None

Attachment: Energy Star Annual Report
North Central Regional Transit District

Primary Function: Office
Gross Floor Area (ft²): 12,000
Built: 2012

Property Address:
North Central Regional Transit District
1327 N. Riverside Drive
Espanola, New Mexico 87532

For Year Ending: October 31, 2018
Date Generated: December 11, 2018

For the year ending in October 2018, this building used 125.0 (kBtu/ft²) on a source energy basis. The Environmental Protection Agency's (EPA's) ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

Signature of Verifying Professional

I [Michelle Roman] (Name) verify that the information regarding energy use and property use details is true and correct to the best of my knowledge.

Signature: [Michelle Roman] Date: 12/11/18
Taos Transit Yard

Primary Function: Office
Gross Floor Area (ft²): 8,000
Built: 1998

For Year Ending: October 31, 2018
Date Generated: December 14, 2018

Property Address:
Taos Transit Yard
1032 Dea Lane
Taos, New Mexico 87571

For the year ending in October 2018, this building used 73.9 (kBtu/ft²) on a source energy basis. The Environmental Protection Agency’s (EPA’s) ENERGY STAR score is a 1-100 assessment of a building’s energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

1
50
75
100

Buildings with a score of 75 or higher may qualify for EPA’s ENERGY STAR.

Signature of Verifying Professional
I, Michelle Romero (Name) verify that the information regarding energy use and property use details is true and correct to the best of my knowledge.

Signature: Michelle Romero Date: 12/4/18
Title: Discussion and Consideration of a Resolution No. 2019-07 Adopting A Policy Regarding Public Participation on Proposed Changes To District Services And Fares

Prepared By: Stacey McGuire, Planning, Projects and Grants Manager and Peter Dwyer, Legal Counsel

Summary: The attached Resolution adopts a Policy for public participation on District changes to Routes and Fares.

Background: The State of New Mexico performs a NMDOT biannual technical and training review of the District. The most recent review identified a deficiency in the District's Section 5307 compliance. The federal law requires that we have a policy in place on public participation regarding increases in fares or reductions in service but leaves it up to the District to establish thresholds, standards and procedures. State law also deals with these issues but includes all routes (not just those funded with Section 5307 money) and requires specific procedures for certain increases or decreases in fares or services. The attached Resolution consolidates the public participation process to address both federal and state concerns. It should be noted that the policy establishes a minimum standard and that the District will continue to do more public outreach than required by law or the policy through its planning functions.

Recommended Action: It is recommended that the Board move to approve the attached resolution to bring the District into compliance with state and federal laws.

Options/Alternatives: The thresholds and process for public participation are not mandated as long as the District addresses increases in rates or decrease in service for Section 5307 routes and as long as the Board approves "Significant" to route or schedules that affect more than twenty-five percent of a regional transit system. The Board can elect to modify the policy to increase or decrease public participation as long as it meets these minimum requirements.

Fiscal Impact: The adoption of the resolution should not have any fiscal impact. The District already engages in a robust public participation process when planning the future development of its routes and services and the addition of explicit public meeting requirements, notice, hearings and the transcription of comments should not result in increased costs.

Attachments:
- Resolution No. 2019-07
A RESOLUTION ADOPTING A POLICY REGARDING PUBLIC PARTICIPATION
ON PROPOSED CHANGES TO DISTRICT SERVICES AND FARES

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, it is lawful for the NCRTD to charge fares for transit services (NMSA 1978, Section 73-25-6 (A) (4)); and

WHEREAS, the NCRTD pursuant to NMSA 1978, Section 73-25-5 the Board has the authority to impose fares, issue bonds and make system-wide changes to services; and

WHEREAS, pursuant to NMSA 1978, Section 73-25-5 "significant" changes to services for purposes of state law are defined as "route or schedule changes affecting more than twenty-five percent of a regional transit system"; and

WHEREAS, the NCRTD Board has the non-delegable authority to establish all policies regarding fees, tolls, rates or charges. (NMSA 1978, Section 73-25-5 (A) (4)); and

WHEREAS, the NCRTD is the recipient of certain federal funds provided for under 49 U.S.C. 5307; and

WHEREAS, the federal government requires Section 5307 grant recipients to adopt "a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation"; and,

WHEREAS, pursuant to NMSA 1978, Section 73-25-14:

"A. At least forty-five days prior to a meeting at which the board shall consider or take action on a proposal to request, establish, increase or decrease a rate, toll, fee or charge, the board shall deliver written notice of the meeting and proposal to a governmental unit where the proposed rate, toll, fee or charge will be imposed. The affected governmental unit shall be afforded a reasonable opportunity for comment, either at a regular meeting of the board or at a special meeting convened to receive comment."
B. At least seven business days prior to a regularly scheduled meeting, the board shall make available to the public written or electronic notice of the time and agenda of the meeting. The board shall designate during each meeting a public comment period and shall offer the public an opportunity to comment.; and,

WHEREAS, pursuant to NMSA 1978, Section 73-25-15:

"A. At least forty-five days prior to the imposition of or an increase in a rate, toll, fee or charge or prior to the issuance of bonds as authorized in the Regional Transit District Act, a notice specifying the amount of the fee, toll, rate or charge and its proposed duration or the value and number of bonds to be issued shall be sent to the commission and to the taxation and revenue department.

B. The commission shall file an annual report with the state auditor concerning the activities of all active districts. The report shall detail how many districts have been created, describe their boundaries and specify the regional transit systems that are being provided and how they are being financed."; and,

WHEREAS, the Board deems it proper to reconcile the state and federal requirements for public comment on changes to fares and services into a single uniform process.

NOW THEREFORE BE IT RESOLVED THAT, the North Central Regional Transit District Board of Directors hereby adopts the following "Policy Regarding Public Participation on Proposed Changes to District Services and Fares."

NORTH CENTRAL REGIONAL TRANSIT DISTRICT POLICY REGARDING PUBLIC PARTICIPATION ON PROPOSED CHANGES TO DISTRICT SERVICES AND FARES

1.1 Introduction

The North Central Regional Transit District (NCRTD) is committed to providing opportunities for public participation on matters that impact the communities served by the District.

Under state law the District is required to allow public comment at Board meetings generally. The District is also required to solicit comment from governmental units (Cities, Counties and Pueblos) impacted by proposed "increases or decreases" on charges by the District. If the change is an increase in fees then the District is further required to report the change to both the State Transportation Commission and the Taxation and Revenue Department.

Also, under state law, the Board is responsible for approving "significant" service changes (changes affecting more than twenty-five percent of the regional transit system) and cannot delegate these decisions to staff. There is no specific state law requirement for solicitation of public comment on service changes but the changes contemplated include increases in services, reduction in service or major alterations to service.

Federal law requires the District to adopt its own process for soliciting and consider public comments but only before "raising a fare" or carrying out a "major reduction of transportation." This is less comprehensive than the state requirements that also cover lowering fares and significant changes that might include increasing or altering the service.
In order to comply with both federal and state laws in a uniform and consistent manner the District has chosen to establish this Policy Regarding Public Participation on Proposed Changes to District Services and Fares (the "Policy") with standards that meet and exceed both federal and state requirements.

1.2 Definitions

*Exemptions*, shall mean service changes that are not subject to the requirements of this policy due to

- Discontinuance of Temporary Services, Demonstration Services and Pilot Projects that do not have identified sources of recurring funding
- Initiation/Discontinuance of Promotional Fares
- Disasters or Emergency Operations that may force the suspension of transit services or reallocation of transit resources
- Temporary Route Detours

Major Service Change shall include any "major reduction" for purposes of compliance with Section 5307 grant compliance and shall mean a change to any permanent (non-pilot) service which decreases the cost allocation for an existing route by 25% or more.

Minor Service Change shall mean any changes to service that are not Major Service Changes or Significant Service Changes.

Significant Service Change shall mean route or schedule changes affecting more than twenty-five percent of the District's system as measured by the ratio of the dollar cost of the change compared to the dollar cost for all routes and district funded services combined.

1.3 Scope of Policy

This Policy is intended to complement the NCRTD Title VI Policy, any NCRTD/NMDOT MOA governing the operations and the notice; opportunity for comment requirements of the New Mexico Regional Transit District Act, NMSA 1978, Sections 73-25-14 and 15. This policy is not intended to supersede NCRTD's Title VI policy nor the notice; opportunity for comment requirements of the New Mexico Regional Transit District Act, NMSA 1978, Sections 73-25-14 and 15.

Nothing in this policy shall be interpreted or deemed to limit the authority of the District to seek and obtain additional public input through its regular Board meetings, its planning processes or its work in conjunction with any Municipal Planning Organization (MPO) or any other public entity.

The NCRTD may rely upon the relevant MPO's public participation process for purposes of compliance with Section 5307 requirements. Any additional public participation under this Policy not required by law or as a condition of federal grant requirements shall be in the District's sole discretion.

1.4 Solicitation and Consideration of Public Comment

The NCRTD shall solicit and consider public comments prior to raising fares or implementing a Major or Significant Service Change. Solicitation of comments shall be at two
or more times and two or more places in the community directly impacted by the proposed service change.

1.5 Solicitation and Consideration of Comments from Public Bodies

At least forty-five days prior to a meeting at which the District considers or takes action on a proposal to request, establish, increase or decrease a rate, toll, fee or charge, the Board shall deliver written notice of the meeting and proposal to a governmental unit where the proposed rate, toll, fee or charge will be imposed. The affected governmental unit shall be afforded a reasonable opportunity for comment, either at a regular meeting of the Board or at a special meeting convened to receive comment.

1.6 Solicitation and Consideration of Comments from State

At least forty-five days prior to the imposition of or an increase in a rate, toll, fee or charge or prior to the issuance of bonds as authorized in the Regional Transit District Act, a notice specifying the amount of the fee, toll, rate or charge and its proposed duration or the value and number of bonds to be issued shall be sent to the commission and to the taxation and revenue department.

1.7 Public Meetings

At least one public meeting by the NCRTD shall be conducted prior to raising fares or the implementation of Major or Significant Service Change. Notice of the meeting time and place shall be given by publication on the NCRTD's website and through such other and additional notice as is reasonably calculated to solicit maximum participation by affected community members. The notice shall generally describe the nature of the proposed action, shall state that public comments will be accepted prior to and at the meeting, shall provide an address for the submission of written comments prior to the meeting, and shall describe the means of obtaining and/or the location of additional information about the proposed action. The meeting shall be conducted in accordance with all applicable laws, regulations and NCRTD procedures. Mailed notices shall also be given to any persons who have filed written requests with the NCRTD for such notices. The NCRTD may provide additional public notice by posting the public notice on transit vehicles or transit stops and other locations expected to be viewed by users of transit services. NCRTD may also at its discretion conduct one or more public workshops prior to the public meeting to inform transit users and the general public of proposed Major or Significant Service Changes and to accept and consider public comment on the proposed changes.

1.8 Consideration of Public Comments

A staff, employee or contractor shall be assigned by the Executive Director to take notes on all public comments received which shall then be summarized and reported to the NCRTD Board of Directors during a regularly scheduled Board meeting. Staff analysis will be prepared to accompany the summary of comments. Additional public comments will be accepted during the Board meeting. The Board of Directors will consider and, if necessary, act on the comments and staff analysis prior to raising fares or implementing a Major or Significant Service Change.
Daniel Barrone, NCRTD Chair

Approved as to form:

Peter Dwyer, Legal Counsel
Title: Discussion and Consideration of Resolution No. 2019-08 A Resolution Authorizing The Submittal Of A State Of New Mexico Federal Lands Access Program (Flap) Application For Capital And Operating Costs Relating To Transit Service To Carson National Forest And Taos Ski Valley.

Prepared By: Stacey McGuire, Planning, Projects and Grants Manager

Summary: FLAP is a program under the Fast Act and through the Central Federal Lands Highway Division, and the funding is programmed on a state level. The application deadline is January 15, 2019. There is a 14.56% percent local match requirement for FLAP. New Mexico anticipates programming between $30-35 million in funds to award, with the intent to create a robust 3-5 year program of projects. The goal of the program is to increase access to federal lands. The program is only available to public entities who seek projects from a participating Federal Land Management Agency; in this case the Forest Service. The NCRTD would cooperate in the funding, design and implementation of the project but the project is actually built by the federal agency.

Background:

NCRTD began operating a seasonal public transit route between the Town of Taos and TSV in 2015 (NCRTD took over operations as a part of the consolidation with the Town of Taos Chile Line). Historically, the service begins approximately mid-December and runs through mid-March. The service operates 7 days a week, serves multiple formal and informal park & ride locations as well as many bus stops along NM68, US64 and NM150. The route traverses through Carson National Forest and ultimately ends at TSV with access to the surrounding mountains. Transit passengers are able to access the area to ski as well as hike, snowshoe and/or cross-country ski at Carson National Forest trailheads nearby to the bus stop.

NCRTD is interested in constructing improvements to the transit infrastructure in Taos Ski Valley (TSV) in Carson National Forest. The current bus stop consists of a sign and post only; improvements could include concrete pad construction; retaining wall and groundwork as necessary; a shelter with bench; solar power to allow for heat and lighting; trash receptacle; schedule holders; and signage. Currently, NCRTD operates a seasonal (winter ski season) public transit route between the Town of Taos and TSV and running through Carson National Forest.

Interest has been expressed from the community to expand seasonal service to year-round in the future so that visitors can not only enjoy Carson National Forest and TSV during the winter, but throughout the year. The Village of Taos Ski Valley (VTSV) and Taos Ski Valley, Inc. (TSVI) both have plans for development- economic, housing, recreational, etc.-that are expected to increase opportunities for visitors, and public transit could be expanded in the future to provide additional access to the mountain and the Forest. Improvements to the bus stop at TSV would not only provide immediate safety and comfort benefits but would continue to do so in the future as public transit expands year-round (assuming funding is identified).

In discussions with Carson National Forest Staff, a master plan for the entire NM150 corridor to TSV is anticipated to be updated in the coming few years. NCRTD’s FLAP project would look to complement Carson National Forest’s plans for
the NM150 corridor to TSV. It is anticipated that there could be further opportunities to collaborate on mutually beneficial projects in the future.

In addition to the transit facility improvements, discussions are underway with TSVI regarding the parking lot that serves Forest visitors, skiers and the like. (NCRTD's bus stop is located on the southeast corner of the parking lot.) The parking lot is slated for construction improvements (paving, curb and gutter) in the future and has undergone the NEPA process. If TSVI and NCRTD are able to come to consensus to collaborate on the parking lot reconstruction, NCRTD would look to include the parking lot improvements in the FLAP application with the understandings that, if FLAP funds are awarded:

- NCRTD and TSVI would enter into an agreement outlining the funding flow, responsibilities, scope, etc.; and
- Of the total amount awarded through FLAP, a portion of the allocation of the Federal funds would be specific to the parking lot improvements, and TSVI would need to commit to provide the local match of 14.56%.

**Recommended Action:**
Approval of Resolution No. 2019-08 Authorizing the submittal of an application for FLAP funds.

**Options/Alternatives:**
Alternatives would be to not participate in the State of New Mexico’s suballocation of Federal funding through the Federal Lands Access Program.

**Fiscal Impact:**
The fiscal impact would be the loss of potential FLAP funding for constructing bus stop improvements at TSV. It is estimated that the improvements would not exceed $100,000, with NCRTD committed to provide the local match not to exceed $14,560, or 14.56% of total bus stop improvement costs.

NCRTD would not be responsible for the local match component related to the FLAP award specific to the parking lot improvements.

**Attachments:**
- New Mexico FLAP Call for Projects
- Board Resolution 2019-08
A RESOLUTION AUTHORIZING THE SUBMITTAL OF A STATE OF NEW MEXICO FEDERAL LANDS ACCESS PROGRAM (FLAP) APPLICATION FOR CAPITAL AND OPERATING COSTS RELATING TO TRANSIT SERVICE TO CARSON NATIONAL FOREST AND TAOS SKI VALLEY

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Section 73-25-1 et seq.); and

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation on the 14th day of September 2004;

WHEREAS, the NCRTD wishes to submit an application for Federal funding for 2019-2020 through the Federal Lands Access Program; and

WHEREAS, the funding may be used for capital, operating and construction of a bus stop and associated improvements in the Taos Ski Valley parking lot located in the Carson National Forest; and

WHEREAS, the application is due to the Central Federal Lands Highway Division by January 15, 2019 for prioritization and selection; and

WHEREAS, the NCRTD acknowledges and commits to providing the 14.56% local match requirement in the event of award of Federal Lands Program funds for the bus stop and associated improvements; and

WHEREAS, the NCRTD may seek to include improvements to the Taos Ski Valley parking lot which is located on federal land in the project application; and

WHEREAS, in order to make application for the parking lot improvements the District would need a commitment from the Taos Ski Valley to pay the 14.56% local match requirement for the parking lot improvements.

NOW, THEREFORE, BE IT RESOLVED by the NCRTD Board that the District Staff is authorized to file an application for the Federal Lands Access Program including only the bus stop improvements unless Taos Ski Valley commits to paying the match for the parking lot improvements. If Taos Ski Valley commits to the match for the parking lot improvements the staff is directed to include those improvements in the District's application.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 11th DAY OF JANUARY 2019.
Daniel Barrone, Chairman

Approved as to form:

Peter Dwyer, NCRTD Legal Counsel
Staff Memorandum

Date: October 12, 2018
From: Erick Aune, Acting MPO Officer
To: Members of the Technical Coordinating Committee and Transportation Policy Board
Re: New Mexico Federal Lands Access Program (FLAP) Call for Projects

DEADLINE: January 15, 2019
PROJECTED STATEWIDE FUNDING OVER MULTIPLE YEARS: $30-35 MILLION (14.56% local match)

The Central Federal Lands Highway Division of the Federal Highway Administration is currently accepting project applications for the New Mexico Federal Lands Access Program (FLAP).

“The Federal Lands Access Program (FLAP) presents an exciting opportunity for state, county, tribal, and local entities to get projects placed into this program for a variety of transportation projects accessing Federal Lands in the state of New Mexico. The Programming Decisions Committee (PDC) of the New Mexico FLAP is currently soliciting Project Applications to develop a multi-year program of transportation projects (estimated program funding availability of up to $35 million dollars). Preliminary engineering, construction, and construction engineering funding will become available after the program selection process has been completed.”

The Office of Federal Lands Highway has prepared documentation explaining the application process the “Request for Project Applications” letter is attached below. As you are aware Santa Fe County successfully applied for and executed a FLAP funded project during the last call in 2014, the El Camino Real Retracement Trail.

Important Details:
FLAP New Mexico Website:
https://flh.fhwa.dot.gov/programs/flap/nm/

Overview & Project Proposal Process:

NM FLAP Prospective Applicants Webinar:
- NM FLAP Prospective Applicants- Webinar 1:
  Tuesday, October 16th, 2018; 1:00 PM- 2:00 PM (Mountain Daylight Time)
- NM FLAP Prospective Applicants- Webinar 2:
  Thursday, October 25th, 2018 9:00 AM– 10:00 AM (Mountain Daylight Time)

Participation Details:
Web Room: http://fhwa.adobeconnect.com/cflplanning/ (Login as guest)
Call Number: 1-877-336-1839; Passcode: 6359430

The Santa Fe MPO is happy to offer assistance for any member agency interested in applying for NM FLAP. Reach out to MPO Staff to schedule a meeting to discuss potential project applications, their feasibility, and how the MPO can be of best assistance.
Federal Land Managers
New Mexico Department of Transportation
Regional, County and Local Governments
Tribal Governments

Request for Project Applications
New Mexico Federal Lands Access Program

The Federal Lands Access Program (FLAP) presents an exciting opportunity for state, county, tribal, and local entities to get projects placed into this program for a variety of transportation projects accessing Federal Lands in the state of New Mexico. The Programming Decisions Committee (PDC) of the New Mexico FLAP is currently soliciting Project Applications to develop a multi-year program of transportation projects (estimated program funding availability of up to $35 million dollars). Preliminary engineering, construction, and construction engineering funding will become available after the program selection process has been completed.

Deadline for submittals: January 15, 2019

Link to Project Application: https://flh.fhwa.dot.gov/programs/flap/nm/

Applicant Information Webinars:
Tuesday, October 16, 2018; 1:00-2:00PM Mountain Daylight Time
Thursday, October 25, 2018; 9:00-10:00AM Mountain Daylight Time

Participation Details:
Web Room: http://fhwa.adobeconnect.com/cflplanning/ (Login as guest)
Call Number: 1-877-336-1839; Passcode: 6359430

New Mexico Programming Decisions Committee (PDC):
- Mr. Chris Longley, Federal Lands Access Program Manager, FHWA - CFLHD (or designated representative);
- To be determined, New Mexico Department of Transportation, and
- Mr. Steve Kopelman, Executive Director, New Mexico Association of Counties (or designated representative)

2018-2019 Tentative Project Selection Schedule*:
- Request for Project Applications - Open Period: September 18, 2018 to January 15, 2019
- PDC Shortlist and notification to applicants: March 2019
- Project Scoping: April – August 2019
- PDC Final Program and notification to applicants: September 2019

*Note: Schedule subject to change
Contact Information:
Questions about the application process or the Federal Lands Access Program can be directed to:

- Christopher Longley, CFLHD Access Program Coordinator, (720) 963-3733, christopher.longley@dot.gov
- Laurie Miskimins, CFLHD Transportation Planner, (720) 963-3455 laurie.miskimins@dot.gov

Federal Land Management Agency Specific Contacts:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Name</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Park Service</td>
<td>Sena Wiley</td>
<td><a href="mailto:Sena_Wiley@nps.gov">Sena_Wiley@nps.gov</a></td>
</tr>
<tr>
<td></td>
<td>Erica Cole</td>
<td><a href="mailto:Erica_Cole@nps.gov">Erica_Cole@nps.gov</a></td>
</tr>
<tr>
<td>US Forest Service</td>
<td>Marjorie Apodaca</td>
<td><a href="mailto:Mapodaca@fs.fed.us">Mapodaca@fs.fed.us</a></td>
</tr>
<tr>
<td>Bureau of Land Management</td>
<td>TBD</td>
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<tr>
<td>U.S. Fish and Wildlife Service</td>
<td>Bruce Hickson</td>
<td><a href="mailto:Bruce_Hickson@fws.gov">Bruce_Hickson@fws.gov</a></td>
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<tr>
<td>U.S. Army Corps of Engineers</td>
<td>TBD</td>
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</tr>
<tr>
<td>Bureau of Reclamation</td>
<td>Hannah Schechter</td>
<td><a href="mailto:Hschecter@usbr.gov">Hschecter@usbr.gov</a></td>
</tr>
</tbody>
</table>

Frequently Asked Questions

What is the purpose of the program? The goal of the Federal Lands Access Program is to improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands.

Who is eligible to apply? Eligible applicants include State, county, tribal, or city government agencies that own or maintain the transportation facility.

What types of projects will be considered? The Federal Lands Access Program supplements State and local resources for public roads, transit systems, and other transportation facilities accessing federal lands, with an emphasis on Federal high-use recreation sites and Federal economic generators. The NM PDC will give preference to funding for design, construction, or reconstruction. Preference will not be given to fund maintenance projects (e.g., crack sealing, chip seal, potholes, or drainage repair).
Frequently Asked Questions (continued)

How are Project Applications Evaluated? The PDC will review project applications and evaluate them based on the selection criteria developed by the PDC. The selection criteria are reflective of needs in the state of New Mexico and Federal regulations and guidelines.

- Federal lands access proximity and significance;
- Access to Federal high-use recreation site and/or Federal economic generator;
- Improves public access;
- Safety improvement;
- Preservation;
- Natural resource protection;
- Project cost and scope risk;
- Overmatch/leveraging of funds; and
- Consistent with NM PDC program vision.

Project selection resides with the PDC. The PDC will make its final decision based on the project proposals ability to meet the aforementioned criteria as well as project support, Federal Land Management Agency priorities, and the applicant’s share of project costs. Selected projects will be programmed based on availability of funds, both federal and non-federal, project development delivery schedules, other Federal investment and environmental and right-of-way time constraints.

How do I submit a project application?

2. Obtain endorsement from the appropriate Federal Land Management Agency (FLMA)
3. Send your completed project application via E-Mail to efl.planning@dot.gov

Sincerely yours,

ORIGINAL SIGNED BY:

Christopher Longley, PE
Federal Lands Access Program Manager
New Mexico Federal Lands Access Program: Overview

The Federal Lands Access Program (FLAP) was created by the “Moving Ahead for Progress in the 21st Century Act” (MAP-21), and continued through the Fixing America’s Surface Transportation (FAST) Act, to improve state and local transportation facilities that provide access to and through federal lands for visitors, recreationists and resource users. FLAP funds are eligible for planning, engineering, restoration, construction, and reconstruction of transportation facilities but are not intended for maintenance (chipseal, potholes, etc.) projects.

Program Requirements:
Projects that may be considered for FLAP funding include:

1. The transportation facilities owned or maintained by the State, or local entity that provide access to, are adjacent to, or are located within Federal lands with an emphasis on high-use recreation sites or federal economic generators. Projects may include engineering, rehabilitation, restoration, construction, reconstruction, transportation planning, and research of the eligible transportation facility.

2. The project applicant must meet the minimum local match requirement, which may include federal agency funds excluding Title 23 or Title 49 funds, with exception of the Federal Lands Transportation Program (FLTP) and Tribal Transportation Program (TTP) that are both eligible matching federal programs. In New Mexico, the minimum local match requirement is 14.56%. See http://flh.fhwa.dot.gov/programs/flap/ for more information regarding eligibility.

Program Decision Making:
The New Mexico Federal Lands Access Program is administered by the Federal Highway Administration (FHWA) by the Central Federal Lands Highway Division (CFLHD). FAST reinstates MAP-21 mandates whereby decisions are to be made through the New Mexico FLAP Program Decision Committee (PDC) in cooperation with Federal Land Management Agencies (FLMA).

New Mexico FLAP PDC Members:
- Mr. Chris Longley, Federal Lands Access Program Coordinator, FHWA – CFLHD (or designated representative);
- To be determined, New Mexico Department of Transportation (or designated representative); and
- Mr. Steve Kopelman, Executive Director, New Mexico Association of Counties (or designated representative)

Federal Land Management Agency Coordination:
- Per 204(c)(2) Consultation Requirement – the PDC cooperates with each applicable Federal agency in each State before any joint discussion or final programming decision. For New Mexico a Technical Advisory Group (TAG) of FLMA representatives if formally convened to evaluate project applications.

<table>
<thead>
<tr>
<th>Federal Land Management Agency</th>
<th>FLMA/TAG Representative</th>
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<tbody>
<tr>
<td>National Park Service</td>
<td>Sena Wiley or Erica Cole</td>
</tr>
<tr>
<td>US Forest Service</td>
<td>Marjorie Apodaca</td>
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<tr>
<td>Bureau of Land Management</td>
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<td>U.S. Army Corps of Engineers</td>
<td>TBD</td>
</tr>
<tr>
<td>Bureau of Reclamation</td>
<td>Hannah Schecter</td>
</tr>
</tbody>
</table>
Project Application Information:
The Federal Lands Access Program (FLAP) presents a unique opportunity for state and local entities to obtain federal funding for a variety of transportation projects that improve access federal lands in the state of New Mexico.

### New Mexico FLAP Summary

<table>
<thead>
<tr>
<th>Annual Allocation</th>
<th>$8,088,000</th>
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<tbody>
<tr>
<td>Local Minimum Match Required</td>
<td>14.56%</td>
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<tr>
<td>Advertised Amount</td>
<td>$30 – $35 Million</td>
</tr>
<tr>
<td>Advertised Fiscal Years to Program</td>
<td>FY 2021 – FY 2024</td>
</tr>
<tr>
<td>Call for Project Applications</td>
<td>September 18, 2018 – January 15, 2019</td>
</tr>
<tr>
<td>NM FLAP Website</td>
<td><a href="https://flh.fhwa.dot.gov/programs/flap/nm/">https://flh.fhwa.dot.gov/programs/flap/nm/</a></td>
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</table>

Project Application Process:
The PDC will review, evaluate, and prioritize all eligible Project Applications submitted and select those to be short-listed using the Project Application evaluation criteria developed by the PDC. The PDC will select a balanced program that maximizes funding and addresses critical needs, in consultation with applicable Federal Land Management Agencies.

By submission of a Project Application the Applicant is acknowledging to the following requirements:

- **a)** Proposed projects must be located on a public highway, road, bridge, or trail that is located on, is adjacent to, or provide access to Federal lands for which the facility title or maintenance responsibility is vested with a State, county, city, township, tribal, municipal, or local government.

- **b)** The applicant must be the facility owner, have maintenance responsibility or must supply a letter from the facility owner/maintenance indicating the application is being submitted on their behalf.

- **c)** It is the responsibility of the applicant to supply the necessary information to complete the application to the best of their ability. This may include cost estimates, maps, photos, etc.

- **d)** Project applications must be supported by the appropriate Federal Land Management Agency (FLMA), documented by a completed support form or a letter of support.

- **e)** The New Mexico FLAP requires a minimum match requirement is 14.56% of the total project cost. Other Federal (non-title 23 or 49) funds may be used as match. Please note this may require an approval (resolution) of a commitment of funds from the governing agency prior to the Project Application deadline.

- **f)** Following review of eligible applications submitted, the PDC will select a Short-list of Projects using the Project Selection criteria. If short-listed, the Applicant will enter into a Reimbursable Agreement for the not-to-exceed amount of $10,000 within 45 days of notification of selection for CFLHD to complete project scoping efforts to develop an accurate scope, schedule, and budget.

- **g)** If the PDC and the Applicant agree with the project scope, schedule, and budget the PDC will approve the project for final programming. At this time the Reimbursable Agreement will be modified to meet the final match requirement for the full project scope, and a Memorandum of Agreement defining that scope as well as roles and responsibilities to be executed within 60 days from approval of funding.
New Mexico Federal Lands Access Program: 2018 Call for Project Applications Detailed Schedule

<table>
<thead>
<tr>
<th>PRE-CALL</th>
<th>CALL</th>
<th>REVIEW</th>
<th>SELECT</th>
<th>SCOPE</th>
<th>FINAL PROGRAM</th>
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<tbody>
<tr>
<td>July-August</td>
<td>September-January</td>
<td>February</td>
<td>March-April</td>
<td>Summer ‘19</td>
<td>Fall ‘19</td>
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<tr>
<td><strong>PDC</strong></td>
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<tr>
<td>Notify agency counterparts and potential applicants of impending call for projects.</td>
<td>Advertise Call for Project Applications to constituents.</td>
<td>PDC scores and ranks applications.</td>
<td>PDC selects short-list of applicants.</td>
<td>Review PDPs for short-listed projects at final project selection meeting.</td>
<td>Funded program announced.</td>
</tr>
</tbody>
</table>

| CFLHD | | | | | |
| Schedule the call with state PDC, prepare the call packet, and update website with call schedule. | Issue Call for projects and distribute notification email to PDC and FLMA representatives. | Prepares summary of all projects and evaluation sheets for PDC and FLMA representatives. | Notify short-list of projects and enters preliminary project agreement with Applicant. | Scope short-listed projects and develop Project Delivery Plans for an accurate scope, schedule, and budget. | Notify applicants of program year and update agreements to proceed with work. |

| Region (TAG) | | | | | |
| Notify local units/stations in respective states of impending call for projects. | Notify units/stations in respective states of open Call for Projects. | TAG meets to evaluate projects to provide final ranking to PDC. | FLMA Region notified of short-list of projects. | |

| FLMA | | | | | |
| • Review FLAP eligibility requirements. | • Support applicant by providing necessary application information. | Support inquiries from TAG as needed. | FLMA included in notification of selection. | Engaged in scoping as appropriate. | Assign appropriate FLMA project representative to coordinate with CFLHD on execution of project agreement. |
| • Engage state and local facility owners to identify and discuss potential projects. | • Provide initial acknowledgement of project on application materials (FLMA Support Form). | | | |
| • If Federal funds are being used for match; coordinate with Region for endorsement. | • Notify FLMA Region representative of submitted applications. | | | |

| Local Sponsor | | | | | |
| Engage FLMA sponsor to discuss potential FLAP projects. | Prepare and submit applications with signature of supporting FLMA unit/station. | Respond to requests from PDC for additional clarification to assist in review. | Short-list of applicants sign preliminary agreement to proceed with scoping. | Engaged in scoping as appropriate. | Assign project representative to coordinate with CFLHD on agreements. |

| APPLICANT | | | | | |
| Engage FLMA sponsor to discuss potential FLAP projects. | Prepare and submit applications with signature of supporting FLMA unit/station. | Respond to requests from PDC for additional clarification to assist in review. | Short-list of applicants sign preliminary agreement to proceed with scoping. | Engaged in scoping as appropriate. | Assign project representative to coordinate with CFLHD on agreements. |
North Central Regional Transit District
Monthly Financial Report
As of November 30, 2018

Summary

The North Central Regional Transit District (NCRTD) is currently reporting five months of financial activity for the Fiscal Year Ending November 2018. Expenses and Revenues reported for the period through November 30, 2018 represent 41.60% of the budget.

Total revenue received this fiscal year is $4,544,378 and $3,424,754 of expenses have incurred; this means that the District has received $1,119,625 more in revenues than it has spent.

The monthly budget figures for GRT, federal and capital grant revenues and expenses were calculated utilizing trends from the last three fiscal years.

Financial Highlights

Revenue:

As of November 30, 2018, total revenue received this fiscal year was $4,544,378 this represents 34.49% of total revenues budgeted for the year.

Expenditures:

As of November 30, 2018, the District recognized expenditures totaling $3,424,754 this represents 25.99% of total budgeted expenditures for this fiscal year

Significant Variances:

- Revenues –
  - Federal Revenues are $318,627 less than the prior year because no draw-downs requests were made to NMDOT during the months of October and November (Fed Fiscal Year) NMDOT is changing 5311 intercity and rural funds allocations.
  - 5311c Program- An increase of $187,731 is related to 5311 funds received from FTA on behalf of the Jicarilla Apache Nation for 2018 operating and capital expenses paid by the District with GRT.
  - Local match decrease of $49,638 consists of 2 contributions received last year. A one-time contribution from Jicarilla Apache Nation in the amount of $24,638 and a Contribution of $25,000 from Santa Fe trails.
Expenses –
  - Contributions to Other Transit Agencies – Difference of $216,563 is related to the Los Alamos Atomic Transit Contribution processed last year in the amount of $314,128, the difference is related to an increase in GRT and the corresponding contribution increase to Rio Metro.
  - Contractual Services- Increase of $93,381 related to payments made to Griffin & Associates for consulting services related to the removal of the sunset tax ($35,000) and $60,000 to Huitt-Zollars for the Design of the Taos Facility
  - Insurance – Decrease of $58,903 related to monthly vs annual accrual recording.
  - Fuel –Increase of $63,116 is related to increase in fuel price.

GRT Revenue:

GRT Revenue received in August was $808,554 this is $29,570 more than budgeted and $ 73,124 less than what we received the same month last year.

GRT Revenue by County:

- Los Alamos County receipts were $263,096 this is $3,263 more than budgeted and $71,346 less than same month last year.
- Rio Arriba County receipts were $43,399, this is $8,110 less than budgeted and $6,767 less than the same month last year.
- Santa Fe County receipts were $427,474, this is $39,999 more than budgeted and $11,623 more the same month last year.
- Taos County receipts were $74,586 this is $5,581 less than budgeted and $6,635 less than the prior year

Grant Revenue:

Grant Revenue received in November is $0.00; this is $169,900 less than we budgeted and $152,311 less than what we received the same month last year. This is due to no draw downs requested during the months of September and November (Beginning of the Federal Fiscal year).

Expense Categories:

Total Expenses for the month of September are $3,424,754. The net effect between the administrative, operating and capital expense categories is a decrease of $50,939 from the prior year which correlates to the differences in the amount of $50,939 that were discussed in the Statement of Revenues and Change in net Position.

The monthly Expenditures are allocated in the following categories:

- Administrative expenses totaled $114,703 this is $11 more than we budgeted and $22,228 more than the same month last year (administrative expenses are at 35.99% of their annual budget)
• Operating expenses totaled $516,392 this is $668,760 less than we budgeted and $619,924 less than the same month last year (operating expenses are at 29.04% of the annual budget). The decrease offsets with the increase of $450,000 from the prior month.
• Capital expenses totaled $118,290 this is $136,360 less than we budgeted and $6,968 less than the same month last year (capital expenses are at 5.36% of their monthly budget)

Other Matters:

N/A
North Central Regional Transit District

Statement of Revenues, Expenses and Change in Net Position - Cash Basis

As of November 30, 2018

FY2019 (July 1, 2018 to June 30, 2019)

<table>
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<tr>
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<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>% Year to Date vs Budget</th>
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<tr>
<td>Revenues:</td>
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<td>27.37%</td>
</tr>
<tr>
<td>Misc Revenues</td>
<td>28,590</td>
<td>48,187</td>
<td>48,187</td>
<td></td>
<td>39.96%</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$4,545,764</td>
<td>$4,544,378</td>
<td>(1,386)</td>
<td></td>
<td>34.49%</td>
</tr>
<tr>
<td>Expenses:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$978,496</td>
<td>$1,034,868</td>
<td>$1,034,868</td>
<td>$56,372</td>
<td>35.67%</td>
</tr>
<tr>
<td>Overtime</td>
<td>71,781</td>
<td>96,001</td>
<td>96,001</td>
<td></td>
<td>65.09%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>451,047</td>
<td>480,577</td>
<td>480,577</td>
<td></td>
<td>35.51%</td>
</tr>
<tr>
<td>Contributions to Other Transit Agencies</td>
<td>1,292,989</td>
<td>1,076,425</td>
<td>(216,563)</td>
<td>22.69%</td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td>12,055</td>
<td>16,166</td>
<td>16,166</td>
<td></td>
<td>31.13%</td>
</tr>
<tr>
<td>Utilities</td>
<td>34,634</td>
<td>18,179</td>
<td>18,179</td>
<td>(16,455)</td>
<td>20.02%</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>70,196</td>
<td>163,577</td>
<td>163,577</td>
<td></td>
<td>31.10%</td>
</tr>
<tr>
<td>Advertising</td>
<td>33,653</td>
<td>3,917</td>
<td>3,917</td>
<td></td>
<td>31.13%</td>
</tr>
<tr>
<td>Equipment &amp; Building</td>
<td>27,342</td>
<td>3,917</td>
<td>3,917</td>
<td>(23,425)</td>
<td>11.69%</td>
</tr>
<tr>
<td>Insurance</td>
<td>104,622</td>
<td>45,719</td>
<td>45,719</td>
<td>(58,903)</td>
<td>40.89%</td>
</tr>
<tr>
<td>Employee Related</td>
<td>24,199</td>
<td>12,610</td>
<td>12,610</td>
<td>(11,589)</td>
<td>17.61%</td>
</tr>
<tr>
<td>Travel, Meetings, Lodging and Per Diem</td>
<td>13,342</td>
<td>7,162</td>
<td>7,162</td>
<td>(6,180)</td>
<td>9.96%</td>
</tr>
<tr>
<td>Fuel</td>
<td>133,054</td>
<td>163,577</td>
<td>163,577</td>
<td></td>
<td>33.11%</td>
</tr>
<tr>
<td>Vehicle Maintenance/Repairs</td>
<td>97,291</td>
<td>163,577</td>
<td>163,577</td>
<td></td>
<td>33.11%</td>
</tr>
<tr>
<td>Bus &amp; Shelter Ammenities</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Other</td>
<td>300</td>
<td>4,773</td>
<td>4,773</td>
<td></td>
<td>255.22%</td>
</tr>
<tr>
<td>Capital</td>
<td>130,694</td>
<td>118,290</td>
<td>118,290</td>
<td>(12,404)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>$3,475,693</td>
<td>$3,424,754</td>
<td>(50,939)</td>
<td></td>
<td>25.99%</td>
</tr>
<tr>
<td>Change in Net Position</td>
<td>$1,070,071</td>
<td>-</td>
<td>$1,119,625</td>
<td>$49,553</td>
<td>8.50%</td>
</tr>
</tbody>
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Statement of Revenues vs Expenses

![Bar chart showing comparison of Actual vs Budget for Revenues and Expenses](chart.png)
North Central Regional Transit District
Gross Receipts Revenue- By Month (Cash Basis)
As of November 30, 2018
FY2019 (July 1, 2018 to June 30, 2019)

### Prior Year vs. Current Year FY2019

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Actual FY19</th>
<th>(Inc/Dec) from Prior Year to Current Year</th>
<th>% Increase or (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$710,922</td>
<td>$798,916</td>
<td>$87,994</td>
<td>12.38%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>843,852</td>
<td>759,415</td>
<td>(84,437)</td>
<td>-10.01%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>669,620</td>
<td>764,560</td>
<td>94,939</td>
<td>14.18%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>658,919</td>
<td>638,122</td>
<td>(20,798)</td>
<td>-3.16%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>881,679</td>
<td>808,554</td>
<td>(73,124)</td>
<td>-8.29%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>559,911</td>
<td>-</td>
<td>(559,911)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>621,205</td>
<td>-</td>
<td>(621,205)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>682,867</td>
<td>-</td>
<td>(682,867)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>655,087</td>
<td>-</td>
<td>(655,087)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>APR 19</td>
<td>571,516</td>
<td>-</td>
<td>(571,516)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>596,378</td>
<td>-</td>
<td>(596,378)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>607,593</td>
<td>-</td>
<td>(607,593)</td>
<td>-100.00%</td>
</tr>
<tr>
<td></td>
<td>$8,059,548</td>
<td>$3,769,567</td>
<td>$4,289,981</td>
<td>-53.23%</td>
</tr>
</tbody>
</table>

### Budget to Actual FY2019

<table>
<thead>
<tr>
<th></th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year-to-Date Budget Variance</th>
<th>% Increase or (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$637,283</td>
<td>$798,916</td>
<td>$161,633</td>
<td>25.36%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>752,132</td>
<td>759,415</td>
<td>7,283</td>
<td>0.97%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>612,854</td>
<td>764,560</td>
<td>151,706</td>
<td>24.75%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>604,186</td>
<td>638,122</td>
<td>33,935</td>
<td>5.62%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>778,984</td>
<td>808,554</td>
<td>29,570</td>
<td>3.80%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>524,277</td>
<td>-</td>
<td>-524,277</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>571,662</td>
<td>-</td>
<td>-571,662</td>
<td>-100.00%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>629,933</td>
<td>-</td>
<td>-629,933</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>588,374</td>
<td>-</td>
<td>-588,374</td>
<td>-100.00%</td>
</tr>
<tr>
<td>APR 19</td>
<td>520,255</td>
<td>-</td>
<td>-520,255</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>555,675</td>
<td>-</td>
<td>-555,675</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>554,385</td>
<td>-</td>
<td>-554,385</td>
<td>-100.00%</td>
</tr>
<tr>
<td></td>
<td>$7,330,000</td>
<td>$3,769,567</td>
<td>$3,560,433</td>
<td>-48.57%</td>
</tr>
</tbody>
</table>

- Actual FY18
- Budget FY19
- Actual FY19

### Graph

- Actual FY18
- Budget FY19
- Actual FY19

- $1,000,000
- $900,000
- $800,000
- $700,000
- $600,000
- $500,000
- $400,000
- $300,000
- $200,000
- $100,000
- $0

- JUL 18
- AUG 18
- SEPT 18
- OCT 18
- NOV 18
- DEC 18
- JAN 19
- FEB 19
- MAR 19
- APR 19
- MAY 19
- JUN 19
North Central Regional Transit District  
Gross Receipts Revenue- By County (Cash Basis)  
As of November 30, 2018  
FY2019 (July 1, 2018 to June 30, 2019)

**LOS ALAMOS COUNTY**

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$215,014</td>
<td>$167,048.03</td>
<td>$246,238</td>
<td>$31,224</td>
<td>$79,190</td>
</tr>
<tr>
<td>AUG 18</td>
<td>276,922</td>
<td>215,145.04</td>
<td>172,593</td>
<td>(104,329)</td>
<td>(42,552)</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>127,129</td>
<td>98,768.79</td>
<td>205,402</td>
<td>78,272</td>
<td>106,633</td>
</tr>
<tr>
<td>OCT 18</td>
<td>121,353</td>
<td>94,281.25</td>
<td>50,942</td>
<td>(70,411)</td>
<td>(43,340)</td>
</tr>
<tr>
<td>NOV 18</td>
<td>334,441</td>
<td>259,833.21</td>
<td>263,096</td>
<td>(71,346)</td>
<td>3,263</td>
</tr>
<tr>
<td>DEC 18</td>
<td>36,324</td>
<td>28,220.73</td>
<td>-</td>
<td>(36,324)</td>
<td>(28,221)</td>
</tr>
<tr>
<td>JAN 19</td>
<td>100,116</td>
<td>77,782.18</td>
<td>-</td>
<td>(100,116)</td>
<td>(77,782)</td>
</tr>
<tr>
<td>FEB 19</td>
<td>102,279</td>
<td>79,462.59</td>
<td>-</td>
<td>(102,279)</td>
<td>(79,463)</td>
</tr>
<tr>
<td>MAR 19</td>
<td>189,345</td>
<td>147,105.20</td>
<td>-</td>
<td>(189,345)</td>
<td>(147,105)</td>
</tr>
<tr>
<td>APR 19</td>
<td>124,148</td>
<td>96,452.99</td>
<td>-</td>
<td>(124,148)</td>
<td>(96,453)</td>
</tr>
<tr>
<td>MAY 19</td>
<td>53,389</td>
<td>41,479.13</td>
<td>-</td>
<td>(53,389)</td>
<td>(41,479)</td>
</tr>
<tr>
<td>JUN 19</td>
<td>121,533</td>
<td>94,420.87</td>
<td>-</td>
<td>(121,533)</td>
<td>(94,421)</td>
</tr>
</tbody>
</table>

$1,801,994 $1,400,000 $938,270 $(863,724) $(461,730)
North Central Regional Transit District
Gross Receipts Revenue- By County (Cash Basis)
As of November 30, 2018
FY2019 (July 1, 2018 to June 30, 2019)

RIO ARRIBA COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$47,069</td>
<td>$48,329.48</td>
<td>$38,636</td>
<td>$(8,433)</td>
<td>$(9,693)</td>
</tr>
<tr>
<td>AUG 18</td>
<td>43,519</td>
<td>44,684.42</td>
<td>43,486</td>
<td>(33)</td>
<td>(1,198)</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>43,970</td>
<td>45,147.82</td>
<td>40,743</td>
<td>(3,227)</td>
<td>(4,405)</td>
</tr>
<tr>
<td>OCT 18</td>
<td>48,121</td>
<td>49,409.38</td>
<td>42,920</td>
<td>(5,200)</td>
<td>(6,489)</td>
</tr>
<tr>
<td>NOV 18</td>
<td>50,166</td>
<td>51,547.82</td>
<td>40,743</td>
<td>(9,423)</td>
<td>(11,110)</td>
</tr>
<tr>
<td>DEC 18</td>
<td>42,469</td>
<td>43,606.30</td>
<td>-</td>
<td>(42,469)</td>
<td>(43,606)</td>
</tr>
<tr>
<td>JAN 19</td>
<td>43,502</td>
<td>44,666.98</td>
<td>-</td>
<td>(43,502)</td>
<td>(44,667)</td>
</tr>
<tr>
<td>FEB 19</td>
<td>48,097</td>
<td>49,385.33</td>
<td>-</td>
<td>(48,097)</td>
<td>(49,385)</td>
</tr>
<tr>
<td>MAR 19</td>
<td>34,905</td>
<td>35,839.80</td>
<td>-</td>
<td>(34,905)</td>
<td>(35,840)</td>
</tr>
<tr>
<td>APR 19</td>
<td>35,149</td>
<td>36,089.95</td>
<td>-</td>
<td>(35,149)</td>
<td>(36,090)</td>
</tr>
<tr>
<td>MAY 19</td>
<td>39,973</td>
<td>41,043.73</td>
<td>-</td>
<td>(39,973)</td>
<td>(41,044)</td>
</tr>
<tr>
<td>JUN 19</td>
<td>39,237</td>
<td>40,287.41</td>
<td>-</td>
<td>(39,237)</td>
<td>(40,287)</td>
</tr>
<tr>
<td></td>
<td>$516,177</td>
<td>$530,000</td>
<td>$209,184</td>
<td>$(306,993)</td>
<td>$(320,816)</td>
</tr>
</tbody>
</table>
North Central Regional Transit District  
Gross Receipts Revenue- By County (Cash Basis)  
As of November 30, 2018  
FY2019 (July 1, 2018 to June 30, 2019)

### SANTA FE COUNTY

![Graph showing Gross Receipts Revenue- By County (Cash Basis) for SANTA FE COUNTY]

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>382,000</td>
<td>355,934</td>
<td>445,926</td>
<td>$63,926</td>
<td>$89,992</td>
</tr>
<tr>
<td>AUG 18</td>
<td>440,066</td>
<td>410,037</td>
<td>462,694</td>
<td>22,628</td>
<td>52,657</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>418,301</td>
<td>389,758</td>
<td>439,788</td>
<td>21,487</td>
<td>50,030</td>
</tr>
<tr>
<td>OCT 18</td>
<td>408,961</td>
<td>381,055</td>
<td>461,103</td>
<td>52,142</td>
<td>80,048</td>
</tr>
<tr>
<td>NOV 18</td>
<td>415,851</td>
<td>387,475</td>
<td>427,474</td>
<td>11,623</td>
<td>39,999</td>
</tr>
<tr>
<td>DEC 18</td>
<td>405,811</td>
<td>378,120</td>
<td>-</td>
<td>(405,811)</td>
<td>(378,120)</td>
</tr>
<tr>
<td>JAN 19</td>
<td>401,313</td>
<td>373,929</td>
<td>-</td>
<td>(401,313)</td>
<td>(373,929)</td>
</tr>
<tr>
<td>FEB 19</td>
<td>443,285</td>
<td>413,037</td>
<td>-</td>
<td>(443,285)</td>
<td>(413,037)</td>
</tr>
<tr>
<td>MAR 19</td>
<td>358,636</td>
<td>334,164</td>
<td>-</td>
<td>(358,636)</td>
<td>(334,164)</td>
</tr>
<tr>
<td>APR 19</td>
<td>346,691</td>
<td>323,034</td>
<td>-</td>
<td>(346,691)</td>
<td>(323,034)</td>
</tr>
<tr>
<td>MAY 19</td>
<td>422,307</td>
<td>393,490</td>
<td>-</td>
<td>(422,307)</td>
<td>(393,490)</td>
</tr>
<tr>
<td>JUN 19</td>
<td>386,328</td>
<td>359,966</td>
<td>-</td>
<td>(386,328)</td>
<td>(359,966)</td>
</tr>
<tr>
<td></td>
<td>$4,829,550</td>
<td>$4,500,000</td>
<td>$2,236,985</td>
<td>$2,592,565</td>
<td>$2,263,015</td>
</tr>
</tbody>
</table>
### Gross Receipts Revenue - By County (Cash Basis)

**North Central Regional Transit District**

**Gross Receipts Revenue - By County (Cash Basis)**

**As of November 30, 2018**

**FY2019 (July 1, 2018 to June 30, 2019)**

**TAOS COUNTY**

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY18</th>
<th>Actual FY18</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$66,839</td>
<td>$65,972.04</td>
<td>$68,116</td>
<td>$1,277</td>
<td>$2,144</td>
</tr>
<tr>
<td>AUG 18</td>
<td>83,346</td>
<td>82,265</td>
<td>80,642</td>
<td>(2,704)</td>
<td>(1,623)</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>80,220</td>
<td>79,179</td>
<td>78,627</td>
<td>(1,593)</td>
<td>(552)</td>
</tr>
<tr>
<td>OCT 18</td>
<td>80,485</td>
<td>79,441</td>
<td>83,156</td>
<td>2,672</td>
<td>3,716</td>
</tr>
<tr>
<td>NOV 18</td>
<td>81,220</td>
<td>80,179</td>
<td>78,627</td>
<td>(6,593)</td>
<td>(5,581)</td>
</tr>
<tr>
<td>DEC 18</td>
<td>75,307</td>
<td>74,330</td>
<td>-</td>
<td>(75,307)</td>
<td>(74,330)</td>
</tr>
<tr>
<td>JAN 19</td>
<td>76,273</td>
<td>75,284</td>
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<td>(75,284)</td>
</tr>
<tr>
<td>FEB 19</td>
<td>89,205</td>
<td>88,048</td>
<td>-</td>
<td>(89,205)</td>
<td>(88,048)</td>
</tr>
<tr>
<td>MAR 19</td>
<td>72,201</td>
<td>71,265</td>
<td>-</td>
<td>(72,201)</td>
<td>(71,265)</td>
</tr>
<tr>
<td>APR 19</td>
<td>65,528</td>
<td>64,678</td>
<td>-</td>
<td>(65,528)</td>
<td>(64,678)</td>
</tr>
<tr>
<td>MAY 19</td>
<td>80,708</td>
<td>79,662</td>
<td>-</td>
<td>(80,708)</td>
<td>(79,662)</td>
</tr>
<tr>
<td>JUN 19</td>
<td>60,495</td>
<td>59,710</td>
<td>-</td>
<td>(60,495)</td>
<td>(59,710)</td>
</tr>
</tbody>
</table>

$911,827  $900,000  $385,127  $526,700  $514,873
### North Central Regional Transit District

**Grant Revenue - By Month (Cash Basis)**

As of November 30, 2018

FY2019 (July 1, 2018 to June 30, 2019)

#### Budget to Actual FY2018

<table>
<thead>
<tr>
<th></th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year-to-Date Budget Variance</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$168,529</td>
<td>$99,705</td>
<td>$(68,824)</td>
<td>59.16%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>$180,587</td>
<td>$158,743</td>
<td>$(21,844)</td>
<td>87.90%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>$247,616</td>
<td>$240,773</td>
<td>$(6,843)</td>
<td>97.24%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>$176,941</td>
<td>$28,041</td>
<td>$(148,900)</td>
<td>15.85%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>$169,900</td>
<td>-</td>
<td>$(169,900)</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>$204,810</td>
<td>-</td>
<td>$(204,810)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>$233,369</td>
<td>-</td>
<td>$(233,369)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>$197,074</td>
<td>-</td>
<td>$(197,074)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>$278,783</td>
<td>-</td>
<td>$(278,783)</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 19</td>
<td>$203,918</td>
<td>-</td>
<td>$(203,918)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>$423,187</td>
<td>-</td>
<td>$(423,187)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>$951,507</td>
<td>-</td>
<td>$(951,507)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**Total:**

- **Budget FY19:** $3,436,221
- **Actual FY19:** $527,262
- **Year-to-Date Budget Variance:** $(2,908,959)
- **% Year to Date vs Budget:** 15.34%

#### Prior Year vs. Current Year FY2018

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$151,082</td>
<td>$99,705</td>
<td>$(51,377)</td>
<td>65.99%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>$161,892</td>
<td>$158,743</td>
<td>$(3,149)</td>
<td>98.05%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>$221,981</td>
<td>$240,773</td>
<td>18,792</td>
<td>108.47%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>$158,623</td>
<td>$28,041</td>
<td>$(130,582)</td>
<td>17.68%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>$152,311</td>
<td>-</td>
<td>$(152,311)</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>$183,607</td>
<td>-</td>
<td>$(183,607)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>$209,209</td>
<td>-</td>
<td>$(209,209)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>$176,367</td>
<td>-</td>
<td>$(176,367)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>$249,922</td>
<td>-</td>
<td>$(249,922)</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 19</td>
<td>$182,807</td>
<td>-</td>
<td>$(182,807)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>$379,376</td>
<td>-</td>
<td>$(379,376)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>$853,001</td>
<td>-</td>
<td>$(853,001)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**Total:**

- **Actual FY18:** $3,080,483
- **Actual FY19:** $527,262
- **Inc/(Dec) from Prior Year to Current Year:** $(2,553,221)
- **Inc/(Dec) from Prior Year to Current Year:** 17.12%
# NCRTD Expenses - By Segment (Cash Basis)

**As of November 30, 2018**

**FY2019 (July 1, 2018 to June 30, 2019)**

## Administrative Expenses FY18 - FY19

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc (Dec) 2018 vs 2019</th>
<th>Year to Date Budget Variance</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$102,251</td>
<td>$126,817</td>
<td>$55,792</td>
<td>$(46,459)</td>
<td>$(71,025)</td>
<td>43.99%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>$107,481</td>
<td>$133,303</td>
<td>$145,371</td>
<td>$37,890</td>
<td>$12,068</td>
<td>109.05%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>$119,392</td>
<td>$148,076</td>
<td>$120,935</td>
<td>$1,543</td>
<td>$(27,141)</td>
<td>81.67%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>$108,441</td>
<td>$134,494</td>
<td>$185,241</td>
<td>$76,800</td>
<td>$50,747</td>
<td>137.73%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>$92,475</td>
<td>$114,692</td>
<td>$114,703</td>
<td>$22,228</td>
<td>$11</td>
<td>100.01%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>$103,590</td>
<td>$128,478</td>
<td>-</td>
<td>$(103,590)</td>
<td>$(128,478)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>$139,393</td>
<td>$172,883</td>
<td>-</td>
<td>$(139,393)</td>
<td>$(172,883)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>$107,551</td>
<td>$133,390</td>
<td>-</td>
<td>$(107,551)</td>
<td>$(133,390)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>$164,395</td>
<td>$203,891</td>
<td>-</td>
<td>$(164,395)</td>
<td>$(203,891)</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 19</td>
<td>$104,971</td>
<td>$130,190</td>
<td>-</td>
<td>$(104,971)</td>
<td>$(130,190)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>$91,106</td>
<td>$112,994</td>
<td>-</td>
<td>$(91,106)</td>
<td>$(112,994)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>$152,611</td>
<td>$189,277</td>
<td>-</td>
<td>$(152,611)</td>
<td>$(189,277)</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$1,393,656</td>
<td>$1,728,486</td>
<td>$622,042</td>
<td>$(771,614)</td>
<td>$(1,106,444)</td>
<td>35.99%</td>
</tr>
</tbody>
</table>

## Operating Expenses FY18 - FY19

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc (Dec) 2018 vs 2019</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$308,538</td>
<td>$321,798</td>
<td>$172,069</td>
<td>$(136,468)</td>
<td>$(149,729)</td>
<td>53.47%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>$288,854</td>
<td>$301,269</td>
<td>$411,265</td>
<td>$122,410</td>
<td>$109,996</td>
<td>136.51%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>$582,554</td>
<td>$607,591</td>
<td>$638,172</td>
<td>$55,618</td>
<td>$30,581</td>
<td>105.03%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>$498,698</td>
<td>$520,131</td>
<td>$946,524</td>
<td>$447,826</td>
<td>$426,393</td>
<td>181.98%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>$1,136,316</td>
<td>$1,185,152</td>
<td>$516,392</td>
<td>$(619,924)</td>
<td>$(668,760)</td>
<td>43.57%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>$532,522</td>
<td>$555,409</td>
<td>-</td>
<td>$(532,522)</td>
<td>$(555,409)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>$1,077,633</td>
<td>$1,123,947</td>
<td>-</td>
<td>$(1,077,633)</td>
<td>$(1,123,947)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>$538,627</td>
<td>$561,776</td>
<td>-</td>
<td>$(538,627)</td>
<td>$(561,776)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>$904,175</td>
<td>$943,034</td>
<td>-</td>
<td>$(904,175)</td>
<td>$(943,034)</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 19</td>
<td>$873,562</td>
<td>$911,106</td>
<td>-</td>
<td>$(873,562)</td>
<td>$(911,106)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>$829,014</td>
<td>$864,643</td>
<td>-</td>
<td>$(829,014)</td>
<td>$(864,643)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>$1,291,112</td>
<td>$1,346,601</td>
<td>-</td>
<td>$(1,291,112)</td>
<td>$(1,346,601)</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$8,861,605</td>
<td>$9,242,457</td>
<td>$2,684,422</td>
<td>$(6,177,183)</td>
<td>$(6,558,035)</td>
<td>29.04%</td>
</tr>
</tbody>
</table>

## Capital Expenses FY18 - FY19

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc (Dec) 2018 vs 2019</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$2,435</td>
<td>$4,950</td>
<td>-</td>
<td>$(2,435)</td>
<td>$(4,950)</td>
<td>0.00%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>3,001</td>
<td>6,101</td>
<td>-</td>
<td>$(3,001)</td>
<td>$(6,101)</td>
<td>0.00%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>$125,258</td>
<td>$254,650</td>
<td>$118,290</td>
<td>$(6,968)</td>
<td>$(136,360)</td>
<td>46.45%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>$42,500</td>
<td>$86,403</td>
<td>-</td>
<td>$(42,500)</td>
<td>$(86,403)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>$147,269</td>
<td>$299,399</td>
<td>-</td>
<td>$(147,269)</td>
<td>$(299,399)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>$22,522</td>
<td>$45,787</td>
<td>-</td>
<td>$(22,522)</td>
<td>$(45,787)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>$100,200</td>
<td>$203,707</td>
<td>-</td>
<td>$(100,200)</td>
<td>$(203,707)</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 19</td>
<td>$36,444</td>
<td>$74,091</td>
<td>-</td>
<td>$(36,444)</td>
<td>$(74,091)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>$604,955</td>
<td>$1,229,876</td>
<td>-</td>
<td>$(604,955)</td>
<td>$(1,229,876)</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$1,084,584</td>
<td>$2,204,964</td>
<td>$118,290</td>
<td>$(966,294)</td>
<td>$(2,086,674)</td>
<td>5.36%</td>
</tr>
</tbody>
</table>
EXECUTIVE REPORT
December 2018

EXECUTIVE

- Staff and I met with Mora County Commissioners elect regarding their request for transit services.
- Staff and I met with Village of Angel Fire representatives regarding request for transit services.
- Met with Mayor and Village Manager of the Village of Taos Ski Valley Council meeting to address membership on the NCRTD Board.
- Staff and I meet with Mayor of Taos and Councilor Nathan Evans regarding land for Taos Maintenance Facility.
- Presented with NMTA President to Revenue Stabilization and Tax Policy Interim Committee regarding the need for state wide transit fund.
- Continued to meet with NMTA Legislative Committee regarding state wide transit funding.
- Participated in interviews for Transit Operations Manager position.
- Staff and I meet to finalize review of Micro Transit proposals.
- Continued discussion with engineering firm regarding Taos maintenance facility.
- Attended annual Regional Economic Development Initiative meeting.
- Sent out notice for IGC signatures.
- Sent out MOA’s for tribal funding.
- Drafted annual letter to constituents.
- Discussed expired Agora agreement (Eldorado park and ride) with land owner.
- Finalized draft RFQ/RFP for Maintenance Facility.
- Continued conducting project meetings for ADA Phase V and VI, Maintenance Facility Design and Construction project, Taos Facility Masterplan, Fleet and Facilities Asset Management Software Acquisition and Short-Range Service Plan update.
- On Annual Leave and Holiday leave from 12/21/2018-1/1/2019
- Conducted NMTA Legislative Advocacy subcommittee meeting.
- Continued discussions on employee staffing issues.
- Participated in new employee orientations.
- Participated in NMTA Board meeting.
- Attended monthly MPO TCC meeting.
- Attended APTA Small Operations Committee (telephonically).
- Met with Attorney and Staff regarding various legal issues and associated documents.
- Met weekly as needed (telephonically) with Board Chair Barrone on various issues.
- Continued review, revision and creation of various NCRTD policies.
- Maintained continuous communication with board members, subcommittee members, and Chair.
- Attendance at various NCRTD staff and subcommittee meetings, including Board, Finance and Tribal subcommittees meeting.
- Addressed a variety of employee human resources issues and prepared memorandums to document district actions.

LEGAL

- Review and assist in preparation of Board Packet materials
• Research on Tax Exempt Bond issues
• Research on Financing Options for Maintenance Facility Project
• Work on Road Dedication Issues with City of Espanola
• Research on City of Albuquerque v. Tax and Rev GRT case
• Records Management work
• Follow Legislative Initiatives Potentially Impacting District
• Assist in various personnel matters
• Prepare Legal Updates for Staff Meetings
• Review various contracts and amendments
• Review Revisions to Maintenance Facility Bid Documents
• Review Open Government laws in conjunction with IPRA and OMA related questions
• Research on Public Participation Requirements under State and Federal Laws
• Work on Contract Enforcement Issues

MARKETING/PUBLIC INFORMATION
• Promotion for launch of Taos Nights/TSV Green. Includes 2 ½ pages in the Taos News Tempo section. 30-second radio spots on KTAO, KXMT and KNCE. Live reads on KTAO, meetings with hotels along Paseo and distribution of schedules. Eblast from Taos Chamber, meeting with Taos Visitors center to talk about the service. Social media blasts
• Met with Town of Taos Marketing person, Karina Armijo and Village of Taos Ski Valley Chamber’s Colleen Duroucher who laid out the efforts of the VTSV Chamber efforts to support the service which includes eblasts, social media support, distribution of schedules to locations around the Village and to Taos Ski Valley, creation of a Chamber dining map highlighting restaurants along the route

• Did a live interview with KTAO to discuss the New Night Rider service
• Worked with TSV marketing person to get the Night Rider and TSV Green schedules posted on their website skitaos.com
• Participated in the Española Holiday Lights Parade
• Completed design and production on the Finance Department’s Comprehensive Annual Financial Report
• Wrote, edited designed and produced the Annual Report which this year will be submitted to the GFOA for recognition under their Popular Annual Financial Report category
• Designed new ads for 255 Mountain Trail for Santa Fe Reporter, Santa Fe New Mexican, Round the Roundhouse, Green Fire Times and Santa Fe Today. Site skins ran for a week on Santafe.com
• Designed new digital ads for Taos News website to promote Night Rider
• Designed a promotional schedule for Night Rider to be posted at all the shelters along the route
• Wrote, produced and distributed a new edition of Blue Bus Times
• Work diligently with the Finance Department on invoices and accounts payable
• Issued press releases regarding Holiday schedules and Night Rider
• Attended a Rio Arriba County Health Council meeting
• Issued various rider alerts throughout the month – both print and digital
• Provided a series of updates to the NCRTD website throughout the month
• Provided near daily posts and tweets on our Facebook and Twitter pages, as well as Instagram, leading to additional followers and connections to local businesses
• KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the
7:30 AM news ran 17 days in December excluding Saturdays and Sundays
- KSWV 810-AM in Santa Fe, :30 sec spots ran 20 times in December as well as 30 :20 sec promos announcing RTD sponsorship during the 7:30 AM drivetime
- KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in December
- One banner ad ran in the Taos News and one in Los Alamos Monitor. One 1/8-page ad ran in the Rio Grande Sun. A strip ad ran on the front page of the Locals Section for the New Mexican
- A series of digital ads ran on Santa Fe Hometown News, Valley Daily Post and Los Alamos Daily Post
- Ads also continued running on the Taos News website as well as Facebook pages in the Taos County area
- Ads ran in the Chama Valley Times and in the Green Fire Times this month

OPERATIONS
- Worked on Security Contract and schedule services
- Drafted and distributed Operator Annual Leave Bid memo for 2019
- Address multiple Personnel Issues
- Drafted Interview questions for Transit Manager
- Conduct Transit Manager Interviews
- Follow up Interview for Transit Supervisor and Transit Manager
- Worked on updates to Demand, Paratransit and Dial A Ride Policy
- Met with Radio Consultant on follow up issues
- Submitted a request to LAC for assistance with CDL testing of our staff
- Worked on Employee evaluations
- Worked with Santa Fe Trails on the distribution of Transfer tickets
- Worked on Espanola Maintenance Facility RFP document
- Coordinated scrap metal clean up in Taos
- Reached out to Emergency Management personnel in Taos, Rio Arriba, Santa Fe and Los Alamos Counties
- Participated in on Demand selection meeting
- Scheduled emergency transportation services for Dulce Dialysis clinic
- Participated in Taos Facility site meeting
- Assisted with Supervisor opening, closing and weekend duties
- Worked on Sustainability report
- Worked with El Monte Sagrado on clarification of Demand service requests
- Commenced TSV 341 Winter service
- Worked on Sick Leave analysis for all Operators
- Worked on updating TSV Bid information
- Dealt with Bomb Threat and the aftermath
- Worked with UNM Taos on additional Training opportunity for Supervisors and Lead Operator
- Put together final Annual Leave Bid documents
- Entered Annual Leave Bid approvals and denials into calendar
- Review daily pre-trip (DVCR) reports
- Schedule/coordinate preventive maintenance on buses and commuter vehicles
- Schedule/coordinate repairs on buses and commuter vehicles
- Assist with opening and supervisor coverage in Espanola
- Schedule buses for routes
- Schedule commuters for operators
- Schedule buses/commuters for cleaning/washing
- Schedule staff to pick up trash at bus stops
- Schedule staff to clean, cut weeds, and repair bus stops
- Review, process, and submit invoices for payment
- Review and address Vehicle defect and deficiency reports
- Review and submit timesheets for staff
- Schedule leave for staff
- Schedule facility inspection report
- Coordinate addressing concerns found in facilities report
- Request POs as appropriate
- Disseminate POs as appropriate
- Provide fleet data as requested by other staff
- Coordinate install of components on new buses
- Coordinate installation and removal of ads on buses
- Work on RFP for asset management software
- Coordinate Avail system repairs
- Coordinate Camera system repairs
- Coordinate replacement of one Angel Track camera system
- Work on new bus estimates (2019 and 2020)
- Coordinate buses for special events
- Drove an AM over flow bus for Mountain Trail
- Repaired standee grab handle on bus T-598 at Santa Fe Trails
- Conduct interviews for Custodian position
- Met in Chama with Village of Chama representative and contractor regarding concrete placement for bus shelter at Chama Village hall
- Shoveled snow from walks and driveway
- Assist Operations supervisors as needed
- Assisted Marketing with Espanola light parade
- Met at TSV with TSV representative regarding NCRTD bus stop sign placement

SERVICE DEVELOPMENT

- November 2018 Ridership Report (via electronic tracking)
- ITS AVL/CAD project work including:
  - Ongoing feedback loop and review with Avail as necessary, email correspondence and discussion related to MDT issues, ridership data, Wi-Fi and cellular usage
  - Tally sheet ridership reconciliation support as necessary
  - Updated GTFS-feed to ensure google trip planning functions in new calendar year
- Ongoing bimonthly meetings with Santa Fe Trails Staff to provide progress updates, discuss opportunities to collaborate
- Ongoing quarterly meetings with Los Alamos and Atomic City Transit
- Collaborated with Human Resources and Executive Director in hiring process for Transit Planner position; multiple interview rounds completed; tentative offer letter extended and accepted
- Worked with NTD representatives on §5307 reporting requirements for FY18 reporting; report reviewed by NTD, coordinated interdepartmental response and updates as appropriate; application successfully submitted, awaiting review and response from NTD
- Participated in an online demonstration of microtransit software with various vendors
- Represented NCRTD at SFMPO Federal Lands Access Program (FLAP) project discussion; offered transit perspective and input as pertinent
- Collaborated with Wilson & Co. on the ADA Transition Plan draft update to include periodic conference calls, stop assessment discussions, etc.; facilitated Plan draft review with NMDOT
- Supported Executive Director and Board Chair in new service request discussions with representatives from Mora County and Angel Fire
• Participated in webinar on NTD reporting for rural and Tribal entities
• Met with Staff from Carson National Forest, Village of Taos Ski Valley and Tao Ski Valley, Inc. to discuss possible future collaboration opportunities (including FLAP)
• Attended webinar for NTD training through NMDOT for report submittal through Black Cat

HUMAN RESOURCES
• Celebrated Birthdays and Anniversaries on Wednesday, December 12, 2018
• Two (2) continued Workers’ Compensation issues
• Two new Workers’ Compensation issues
• Two (2) Unemployment claims
• January Calendar
• Blue Bus Times Newsletter
• Continued recruitment for Seasonal Positions
• One new hire processed
• Processed four (4) new hires for January
• Separated one (1) employee
• January Quotes of the week
• Performance Evaluation
• Two Disciplinary Actions
• Two Disciplinary Pre-Determination meetings held
• Participated in two interview panels
• Attended Northern New Mexico Human Resources Association Dinner Meeting;
• Holiday luncheon for Staff
• Holiday Coloring Contest (Fun Committee);
• Fun Committee – Ornament Exchange
• Birthday and Anniversary Cards to employees
• Working with Operation Director on Transit Manager Interviews
• Ordered badges for employees
• Developed spreadsheet for tracking applications
• Safety Audit conducted and follow-up to be written
• Sent out Non-Selection Letters to candidates interviewed
• Processed Sick Leave Buy Back / Annual Leave Transfer requests
• Worked with Finance Specialist on review of Health Benefit Invoice Audit
• Reconciled Bank of America Human Resources Statement
• Worked on Active Shooter Plan (Continued)
• Updated New Employee Forms – Ongoing
PARATRANSIT Performance Measures

for

Fiscal Year 2018

November 2018
The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."

The report data collected is grouped into 3 areas: Demand Response Administrative, Paratransit Operations and Customer Relations:

1. Demand Response Administrative:
   A. Ridership, All Demand Response Routes
   B. Ridership, Demand Response Paratransit
   C. Demand Response Operational Cost
   D. Cost Per Mile
   E. Cost Per Trip

2. Paratransit Operations
   A. Cancellations
   B. Late Cancellations
   C. No-Shows
   D. On-Time Performance
   E. Trip Length

3. Customer Relations:
   A. Complaints
   B. Incidents

The closest peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable to cost per mile. Their percentage of Demand Response trips are 46% of their total ridership, higher than NCRTD’s at 4.7%, showing a considerable spread on the cost per trip. The FTA benchmarking data used originates from the Rural Transit Fact Book 2014. The data is for 2012 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.
Ridership Tracking of All Demand Response Routes

This measurement tracks the number of rides (trips) taken each month on all the demand response routes within the district. This graph shows the NCRTD demand response ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand.

FY12/13 = 11,374 FY13/14 = 11,941 FY14/15 = 10,164 FY15/16 = 11,937 FY16/17 = 12,017 FY17/18 = 13,896 FY18/19 = 6,227
Ridership Tracking of Demand Response / ADA Paratransit Trips

This ridership data represents the number of ADA paratransit trips that occurred each month within the demand response routes. This also includes any ADA eligible trips that occurred on the fixed/flex routes. Please note that this an incomplete chart at this time will be updated as ADA Paratransit ridership can be mined from the historical data.

FY 12/13 = 899  FY13/14 = 1,539  FY 14/15 = 2,247  FY 15/16 = 3,230  FY 16/17 = 3,283  FY 17/18= 3,249  FY18/19 = 2,325
The NCRTD’s Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the operational costs to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. The operating budget for demand response is 6.97% of the overall operating budget. Each month’s operating expenditures are calculated at 6.97% to acquire a crude demand response share. That share is then calculated to a percentage of the actual ADA trips for the month to determine a cost for paratransit. This number will be used to calculate cost per mile and cost per trip.

**Monthly Demand Response & ADA Paratransit Operational Cost FY 18-19**

<table>
<thead>
<tr>
<th>Year</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
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<td>Operations</td>
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<td>$304,226</td>
<td>$307,959</td>
<td>$354,498</td>
<td>$401,967</td>
<td>$284,073</td>
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<td>Demand Ops</td>
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<td>$24,709</td>
<td>$28,017</td>
<td>$19,800</td>
<td>$19,800</td>
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<tr>
<td>Paratransit Cost</td>
<td>$6,998</td>
<td>$7,298</td>
<td>$8,154</td>
<td>$8,154</td>
<td>$11,926</td>
<td>$9,504</td>
</tr>
</tbody>
</table>

**YEAR TO DATE: FY 18-19 $43,880**
Paratransit Operational Cost per Vehicle Mile

The Paratransit Cost per vehicle mile is the total operating costs per month in relation to the percentage of ADA vehicle miles per month traveled. The mileage data is logged daily for each route and compiled into a monthly report. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District’s demand response paratransit route operations. This measurement is a beneficial tool for the planning and operation’s departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 and 5310 funding. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable. Data from the 2015 Rural Transit Data Fact Book with data from 2013 (NTD), specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark.

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
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<th>DEC</th>
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<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
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<tbody>
<tr>
<td>Monthly Cost per Mile</td>
<td>$3.42</td>
<td>$1.23</td>
<td>$2.87</td>
<td>$2.20</td>
<td>$2.74</td>
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<tr>
<td>Region 6 Total Cost Per Mile</td>
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<td>$2.11</td>
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<td>$2.11</td>
<td>$2.11</td>
<td>$2.11</td>
</tr>
</tbody>
</table>
Paratransit Operating Cost per Trip

The paratransit cost per trip is computed on a monthly basis by dividing the paratransit monthly operating costs from the paratransit cost (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 and 5310 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes.. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable . Data from the 2015 Rural Transit Data Fact Book with data from 2013 (NTD), specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark.

*Data Update to reflect the 2013 National Transit Data Base beginning January 2017*
Cancellations, Late Cancellations and No-Shows

Cancellations, Late Cancellations and No-shows by the paratransit rider are tracked as a performance measure. A late cancellation (cancelled within 2 hours of the scheduled trip) is counted as a No-Show. When a rider has accumulated 3 No-Shows in a 30 day period, he/she may be subject to a 30 day suspension of service.

Cancellations = 364  Late Cancellations = 105  No-shows = 85

On Time Performance and Trip Length tracked for scheduling and driver performance. On-Time performance is considered on-time from 10 minutes before to 20 minutes after the scheduled pickup time for the scheduled ride. This is reflected in the percentages of total trips that were early, late and on time. The performance goal for this measure is to attain 90% On-time.

   Early = 39.11%   On Time = 58.71%   Late = 1.73%

Trip length is measured to determine the average trip length riders are on the bus during their trip as the rides are shared with other rider’s pick up and drop offs. This is considered acceptable when ride time is not longer than twice the time it would take to make the ride on a fixed route bus. The average trip time on comparable fixed routes is 15 minutes.

   Average Trip Length Per Client = 20.33 Minutes,   7.4 Miles On Board


Performance Measure – Customer Relations:

Commendations per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorized by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

No Commendations for November 2018

<table>
<thead>
<tr>
<th>FY 18/19 Number of Commendations</th>
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<tbody>
<tr>
<td>Total</td>
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<tr>
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<tr>
<td>July</td>
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<td>May</td>
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<tr>
<td>June</td>
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<tr>
<td>Total</td>
</tr>
</tbody>
</table>
Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorized by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

No Complaints for November 2018

<table>
<thead>
<tr>
<th>Month</th>
<th>Total</th>
<th>Scheduling Issues</th>
<th>Driver Performance</th>
<th>CSR/Dispatch</th>
<th>Miscellaneous*</th>
<th>Percent VS Ridership</th>
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</thead>
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<tr>
<td>July</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
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<td>August</td>
<td>0</td>
<td>0</td>
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<td>Sept</td>
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<td>Nov</td>
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<td>Total</td>
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</tbody>
</table>
Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

No Customer Incidents for November 2018

<table>
<thead>
<tr>
<th>FY 18/19 Number of Customer Incidents</th>
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<tbody>
<tr>
<td>Total</td>
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<tr>
<td>July</td>
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<td>June</td>
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<tr>
<td>Total</td>
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</tbody>
</table>
Performance Measures

for

Fiscal Year 2019

November 2018
Performance Measures for Fiscal Year 2018-2019

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District’s costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."

The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Related:

1. Administrative:
   A. Ridership, All Funded Routes
   B. Ridership, NCRTD Operated Routes
   C. Monthly Expenditures
   D. Cost Per Mile
   E. Cost Per Trip

2. Fleet:
   A. Spare Vehicle Ratio
   B. Average Vehicle Age
   C. Percentage of “On-Time” PM / Inspections
   D. Accidents, Major/Minor Tracking

3. Customer Relations:
   A. Complaints
   B. Incidents

The In-state/local comparable is Sandoval/Valencia Counties which are operated by the Rio Metro Regional Transit District. This benchmark/peer entity was chosen since they are within New Mexico and somewhat similar to rural transit service. The FTA benchmarking data used originates from the Rural Transit Fact Book 2014. The data is for 2012 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.
Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded by the NCRTD are collected by City of Santa Fe and Los Alamos County. This data is forwarded and combined with the data from the District’s operated routes. These numbers are then compiled into a monthly ridership report. This measurement tracks the number of one way trips taken on all the routes within the district. This graph shows the NCRTD combined total ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand. Sandoval/Valencia counties are used local/in-state comparison benchmark, as they are similar in service but smaller in size: a two county service of the Rio Metro Transit District.

FY12/13 = 462,173  FY13/14 = 521,843  FY14/15 = 501,936  FY15/16 = 517,684  FY16/17 = 503,011 / FY17-18= 505,700  FY18/19 = 224,214
Ridership Tracking of NCRTD Operated Routes

This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes flex and commuter routes as well as the demand response and paratransit routes. Totaling the number of one way trips on NCRTD routes, allows staff to evaluate effectiveness and to ensure that the service is reaching areas in the district that have high demand for accessible mobility. Sandoval/Valencia counties were selected as a local/in-state comparison benchmark.

Ridership NCRTD Operated Routes

<table>
<thead>
<tr>
<th>FY 11-12</th>
<th>FY 12-13</th>
<th>FY 13-14</th>
<th>FY 14-15</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
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<td>13,081</td>
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</table>

FY12/13 = 193,027  FY13/14 = 209,750  FY14/15 = 184,320  FY15/16 = 267,870  FY16/17 = 284,285  FY17/18 = 289,441  FY18/19 = 117,744
Monthly Expenditures for Administrative and Operating

The NCRTD’s Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the expenditures to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. Tracking the budget and monitoring operational costs allows management to target specific dollar amounts when creating future budgets and requesting federal funding from the NM Department of Transportation.

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
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<th>NOV</th>
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<td>Operating</td>
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<td>$354,497.</td>
<td>$307,959.</td>
<td>$304,225.</td>
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<td>Total</td>
<td>$381,367.</td>
<td>$542,973.</td>
<td>$452,394.</td>
<td>$493,200.</td>
<td>$418,929.</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
Operational Cost per Vehicle Mile

Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures (chart above) and the number of miles travelled for NCRTD operated routes. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than NCRTD. Data from the 2015 Rural Transit Data Fact Book, specifically FTA’s District 6 (our district) annual cost per mile is included as a benchmark. *This Data from 2015 Rural Transit Data Fact Book has been revised for the FY17 year.

*Data Update to reflect the 2013 National Transit Data Base beginning January 2017
Operating Cost per Trip

When transit data is collected, passengers, riders and rides are counted and referred to as “trips.” One passenger can generate several trips in a day, and these are counted individually. Example, a particular rider may board in Questa (1 trip) and transfer to the Taos to Espanola bus (1 trip) and again transfer to the Santa Fe bus in Espanola (1 trip) for a total of three trips. The cost per trip is computed on a monthly basis by dividing the monthly operating costs from the Monthly Expenditures (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties’ annual average are used as a local/in state comparable benchmark, even though their system is smaller than the NCRTD. Data from the 2015 Rural Transit Data Fact Book, specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark. *This Data from 2015 Rural Transit Data Fact Book has been revised for the FY17 year (data is from 2013).

*Data Update to reflect the 2013 National Transit Database (NTD) beginning January 2017
Spare Vehicle Ratio/Combined all Vehicles

FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 51 vehicles. NCRTD’s fleet totals 54 and is exempt from this guideline but it is a good benchmark to keep in place. With an annual maximum service of now 37 and a backup fleet of 17, the backup ratio is 45.95%. This higher number is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These backup vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns.
Performance Measure - Fleet:

Average Fleet Age

The FTA allows the use of years or mileage to attain usable life. The District uses mileage rather than the year of manufacture because of the large area of the district and the high number of miles traveled on an annual basis. This compares the age of specific kind of vehicles by mileage in accordance to the FTA guidelines. This is useful in fleet replacement planning. The numbers will vary month to month as mileages increase and old vehicles are replaced by new.
The federal benchmark for the percentage of “on-time” preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer’s recommended maintenance schedules may range in mileage due to the component makeup of a particular vehicle. The FTA recommends they be conducted within the manufacturer’s recommended maintenance schedule. However, as a sub recipient of NMDOT we are allowed varied standards as approved by NMDOT. With the variety of sizes and component makeup of District vehicles, we have determined and hold to a standard of 6000 mile intervals for the light and medium gasoline powered fleet and 7000 miles for the diesel powered medium-heavy fleet. This ensures frequent safety inspections and PM services at reasonable intervals that result in a more dependable and safer fleet. This data is collected and tracked by the Fleet Maintenance Manager.

**Performance Measure - Fleet:**

**Percentage of “On-Time” PM / Inspections**

The federal benchmark for the percentage of “on-time” preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer’s recommended maintenance schedules may range in mileage due to the component makeup of a particular vehicle. The FTA recommends they be conducted within the manufacturer’s recommended maintenance schedule. However, as a sub recipient of NMDOT we are allowed varied standards as approved by NMDOT. With the variety of sizes and component makeup of District vehicles, we have determined and hold to a standard of 6000 mile intervals for the light and medium gasoline powered fleet and 7000 miles for the diesel powered medium-heavy fleet. This ensures frequent safety inspections and PM services at reasonable intervals that result in a more dependable and safer fleet. This data is collected and tracked by the Fleet Maintenance Manager.
Accidents per Month

This measurement shows us how many accidents occur within a month and to what frequency they occur. These are logged as minor or major accidents. A minor accident for example, is one where a driver hits a stationary object while backing but there is minimal damage. A major accident is one where there may be significant damage and/or injury, and a FTA Post accident drug screen is required. All accidents are reported to the Operations and Maintenance Manager to decide on what corrective action needs to be taken. There are established internal reporting and follow up procedures. All accidents, major or minor, are investigated and documented, and dealt with accordingly by the operations management team. As a result, disciplinary measures and/or driver re-training may be required by the outcome of the investigation.

Performance Measure - Fleet:

Number of Major/Minor Accidents per 249,507 Miles Avg. Driven Monthly

*MINOR ACCIDENT DETAIL
No Minor Accidents in November

*MAJOR ACCIDENT DETAIL
No Major Accidents in November

Last Minor Accident - July 1, 2018
Miles Driven since last Minor Accident - 903,682

Last Major Accident - July 17, 2018
Miles Driven since last Major Accident - 848,992
Performance Measure – Customer Relations:

Commendations per Month

This performance tracks monthly the compliments received by the Operations Division of the NCRTD. The compliments are received by Operations and Admin staff. These are categorized by the different positions within Operations, and are recognized with an incentive in the “Above and Beyond” recognition program at the NCRTD. Driver’s may use recognition at the time of their evaluation.

The NCRTD received a letter of commendation from the Cumbres & Toltec Scenic Railroad for the sponsorship the NCRTD gave towards the production of the 2018 Heritage Rail Alliance convention that was hosted in Santa Fe, New Mexico at the La Fonda Hotel.

<table>
<thead>
<tr>
<th>Month</th>
<th>Total</th>
<th>Driver Performance</th>
<th>Dispatch</th>
<th>Miscellaneous*</th>
<th>Percent VS Ridership</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0.004%</td>
</tr>
<tr>
<td>Aug</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.000%</td>
</tr>
<tr>
<td>Sept</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.000%</td>
</tr>
<tr>
<td>Oct</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.000%</td>
</tr>
<tr>
<td>Nov</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0.005%</td>
</tr>
<tr>
<td>Dec</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Jan</td>
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<td>Feb</td>
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<tr>
<td>March</td>
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<tr>
<td>Apr</td>
<td></td>
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<tr>
<td>May</td>
<td></td>
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<td></td>
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<tr>
<td>June</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.009%</td>
</tr>
</tbody>
</table>
Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

1. Caller stated the driver was very rude and claimed she missed her bus to Tesuque from Santa Fe Sheridan Street.
   **Supervisor viewed the hard drive; the driver did not appear to be rude to the rider.**

2. Caller stated he rode the bus from Taos to Santa Fe and was allowed to bring a jug of water on board. He stated when he rode the bus the following day he wanted to bring a battery on board, but the driver did not allow him to bring the battery on board with him.
   **Supervisor confirmed batteries are not allowed on the bus and the driver was just doing his job.**

<table>
<thead>
<tr>
<th>FY 18/19 Number of Complaints</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td>July</td>
</tr>
<tr>
<td>August</td>
</tr>
<tr>
<td>Sept</td>
</tr>
<tr>
<td>Oct</td>
</tr>
<tr>
<td>Nov</td>
</tr>
<tr>
<td>Dec</td>
</tr>
<tr>
<td>January</td>
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<tr>
<td>Feb</td>
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<tr>
<td>March</td>
</tr>
<tr>
<td>April</td>
</tr>
<tr>
<td>May</td>
</tr>
<tr>
<td>June</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>
Performance Measure – Customer Relations:
Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1. The Operations Fleet Manager was dispatched to respond to a passenger injury incident at the San Ildefonso Pueblo on his way to work. The driver radioed dispatch notifying them he had an elderly female passenger who had fallen from her seat. The driver requested the paramedics to be sent to his location at the San Ildefonso Governor’s office. When the Fleet Manager arrived, the paramedics were already on scene. The NCRTD driver told the paramedics and Fleet Manager the woman had mentioned to him she had fallen a few times prior to this fall. She showed him the bumps and bruises on her forehead and knees. The paramedics stated she was going to be transported to the Espanola Hospital to be examined. The Fleet Manager requested another driver be sent to relieve the current driver on the route while he took the driver for a post-accident drug test, this.

2. A man at the Taos Admin building was forcing himself on a few women and two teenage girls at the stop. The teen girls told the driver he had mentioned to them he had a knife. The driver approached the man and asked him to leave the stop in which he did.

3. Due to limited parking at the Sheridan stop an RTD driver parked the bus briefly blocking the entrance to a business. A woman in a vehicle wanting to exit the parking lot began honking at the bus and yelling for the driver to move out of the way. The NCRTD driver moved the bus, parking in front of a Santa Fe Trails bus. The woman was still very upset, stopping on the side of the bus yelling at the driver.

4. A driver refused service to two (2) intoxicated passengers.

5. While on route the driver thought she smelled an odor of marijuana on the bus. As she looked through the rearview-mirror she saw a female passenger who was sitting behind her ask her companion to give her rolling paper. The female passenger seemed like she was intoxicated. The driver told her she wasn’t allowed to have drug paraphilia on the bus. The passenger became upset with the driver and began to use foul language at the driver. The passenger was asked to get off the bus at the next stop. When the driver came back around on the route, the woman was waiting to get on the bus. The driver refused her service, as the driver was getting ready to drive away the woman began yelling at the driver using foul language.
6. Driver refused service to the woman who was denied services from another driver due to intoxication and having drug paraphilia on the bus. The woman became very upset with the driver, she stood in front of the bus flipping the driver off. She began walking down the street flipping the driver and other drivers off. The driver radioed dispatch to notify them of the situation, requesting the police to be called to the location.

7. While on route the driver noticed a passenger sitting at the back of the bus holding a hypodermic needle in her mouth. The driver didn’t approach the passenger as he thought it might be unsafe due to their location and being out of radio range. He decided it would be best to continue the route and continue to assess the passenger’s behavior. The driver stated the passenger began to display noticeable changes as if she was high. She exited the bus without incident.

8. Two (2) passengers who were already on board became disruptive when two (2) more passengers boarded the bus at a different stop. They became very loud and were using foul language. The driver asked them several times to stop, but they continued. The driver pulled up to a designated stop, she asked they two disruptive passengers to get off the bus, in which they apologized to the driver stating they would stop. Once the driver got back on the road they began using foul language and got louder. Their behavior got louder as they neared the Park N Ride lot. They appeared to be intoxicated but got off the bus without incident.

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Driver-Non Rider</th>
<th>Rider-Rider</th>
<th>Driver-Rider</th>
<th>Non- Rider</th>
<th>Rider</th>
<th>% of Ridership</th>
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</thead>
<tbody>
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<td>July</td>
<td>11</td>
<td>2</td>
<td>0</td>
<td>6</td>
<td>0</td>
<td>3</td>
<td>0.048%</td>
</tr>
<tr>
<td>Aug</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.000%</td>
</tr>
<tr>
<td>Sept</td>
<td>6</td>
<td>1</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>1</td>
<td>0.026%</td>
</tr>
<tr>
<td>Oct</td>
<td>10</td>
<td>1</td>
<td>0</td>
<td>6</td>
<td>1</td>
<td>2</td>
<td>0.041%</td>
</tr>
<tr>
<td>Nov</td>
<td>8</td>
<td>1</td>
<td>0</td>
<td>4</td>
<td>1</td>
<td>2</td>
<td>0.038%</td>
</tr>
<tr>
<td>Dec</td>
<td>0</td>
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<td></td>
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<tr>
<td>Jan</td>
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<tr>
<td>Feb</td>
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<tr>
<td>March</td>
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<tr>
<td>April</td>
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<tr>
<td>May</td>
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<td>June</td>
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</table>
# NCRTD Monthly Ridership Summary

November 1, 2018 through November 30, 2018

## Calendar Operating Days

<table>
<thead>
<tr>
<th>Month</th>
<th>This Year</th>
<th>Calendar Days</th>
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<tbody>
<tr>
<td>Jul-17</td>
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</tr>
<tr>
<td>Aug-17</td>
<td>31</td>
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</tr>
<tr>
<td>Sep-17</td>
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<tr>
<td>Oct-17</td>
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<td></td>
</tr>
<tr>
<td>Nov-17</td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>Dec-17</td>
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<td></td>
</tr>
<tr>
<td>Jan-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feb-18</td>
<td></td>
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</tr>
<tr>
<td>Mar-18</td>
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<td></td>
</tr>
<tr>
<td>Apr-18</td>
<td></td>
<td></td>
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<tr>
<td>May-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jun-18</td>
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<td></td>
</tr>
</tbody>
</table>

## Monthly System Totals

<table>
<thead>
<tr>
<th></th>
<th>This Year</th>
<th>Last Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCRTD Operated</td>
<td>20,952</td>
<td>21,586</td>
<td>-2.94%</td>
</tr>
<tr>
<td>NCRTD Funded</td>
<td>18,145</td>
<td>14,413</td>
<td>25.89%</td>
</tr>
<tr>
<td>All Systems Funded Total</td>
<td>39,097</td>
<td>35,999</td>
<td>8.61%</td>
</tr>
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</table>

## Year to Date Totals

<table>
<thead>
<tr>
<th></th>
<th>This Year</th>
<th>Last Year</th>
<th>Difference</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCRTD Operated</td>
<td>117,744</td>
<td>115,513</td>
<td>2,231</td>
<td>1.93%</td>
</tr>
<tr>
<td>NCRTD Funded</td>
<td>106,470</td>
<td>97,248</td>
<td>9,222</td>
<td>9.48%</td>
</tr>
<tr>
<td>All Systems Funded Total</td>
<td>224,214</td>
<td>212,761</td>
<td>11,453</td>
<td>5.38%</td>
</tr>
</tbody>
</table>

## System Daily Averages

<table>
<thead>
<tr>
<th></th>
<th>This Year</th>
<th>Last Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCRTD Operated</td>
<td>776</td>
<td>799</td>
<td>-2.88%</td>
</tr>
<tr>
<td>NCRTD Funded</td>
<td>672</td>
<td>534</td>
<td>25.84%</td>
</tr>
<tr>
<td>Systems Total</td>
<td>1448</td>
<td>1333</td>
<td>8.63%</td>
</tr>
</tbody>
</table>

## Total Ridership YTD % Change

<table>
<thead>
<tr>
<th>Month</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
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<td>Jul-17</td>
<td>0.06%</td>
</tr>
<tr>
<td>Aug-17</td>
<td>0.52%</td>
</tr>
<tr>
<td>Sep-17</td>
<td>3.61%</td>
</tr>
<tr>
<td>Oct-17</td>
<td>4.73%</td>
</tr>
<tr>
<td>Nov-17</td>
<td>5.38%</td>
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<tr>
<td>Dec-17</td>
<td></td>
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<tr>
<td>Jan-18</td>
<td></td>
</tr>
<tr>
<td>Feb-18</td>
<td></td>
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<tr>
<td>Mar-18</td>
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<td>Apr-18</td>
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<tr>
<td>May-18</td>
<td></td>
</tr>
<tr>
<td>Jun-18</td>
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</tr>
</tbody>
</table>

## On Time Performance

<table>
<thead>
<tr>
<th></th>
<th>On Time</th>
<th>Late</th>
<th>Early</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>64.51%</td>
<td>10.75%</td>
<td>24.02%</td>
</tr>
</tbody>
</table>
FY 18/19 November Ridership

Comparative Ridership NCRTD Operated Routes ONLY

FY16/17 = 284,285  FY17/18 = 289,441  FY18/19 = 117,744
FY16/17 = 227,142  FY17/18 = 217,301  FY18/19 = 106,470
**100-Riverside**

FY16/17 = 55,197  
FY17/18 = 55,692  
FY18/19 = 24,119

**110-Westside**

FY16/17 = 14,316  
FY17/18 = 18,433  
FY18/19 = 7,161
FY16/17 = 9,673  FY17/18 = 10,293  FY18/19 = 4,156
On Time Performance: 72% One Time / 15.7% Late / 12.3% Early

FY16/17 = 6,317  FY17/18 = 5,299  FY18/19 = 2,646
On Time Performance: 89.7% On Time / 8% Late / 2.3% Early
FY17/18 = 2,528  FY18/19 = 1,631
On Time Performance: 48.9% On Time / 28.6% Late / 22.5% Early

FY16/17 = 1,290  FY17/18 = 1,510  FY18/19 = 868
On Time Performance: 60.8% On Time / 28.6% Late / 10.6% Early
<table>
<thead>
<tr>
<th></th>
<th>FY16/17</th>
<th>FY17/18</th>
<th>FY18/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>190-Chama</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>JUL</td>
<td>453</td>
<td>461</td>
<td>534</td>
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<tr>
<td>AUG</td>
<td>463</td>
<td>564</td>
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<td>SEPT</td>
<td>491</td>
<td>425</td>
<td>612</td>
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<tr>
<td>OCT</td>
<td>384</td>
<td>342</td>
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<td>394</td>
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<td>On Time Performance: 57.4% On Time / 26.1% Late / 16.5% Early</td>
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<td>On Time Performance: 71.4% On Time / 24.4% Late / 4.3% Early</td>
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</table>
FY16/17 = 7,742 FY17/18 = 7,752 FY18/19 = 3,516
On Time Performance: 81.2% On Time / 11.1% Late / 7.6% Early

FY16/17 = 4,861 FY17/18 = 5,535 FY18/19 = 2,329
On Time Performance: 68.3% On Time / 19.7% Late / 11.9% Early
*Santa Fe National Forest was closed during the month of June. Mountain Trails service was suspended.

On Time Performance: 63.35% On Time / 3.15% Late / 33.50% Early

On Time Performance: 88.2% On Time / 8.7% Late / 3.1% Early
270-Turquoise Trail

FY16/17 = 5,940  FY17/18 = 4,917  FY18/19 = 1,659
On Time Performance: 78.2% On Time / 10.6% Late / 11.3% Early

280-Eldorado

FY16/17 = 5,168  FY17/18 = 5,753  FY18/19 = 2,059
On Time Performance: 85.7% On Time / 5.7% Late / 8.6% Early
290-Edgewood

FY16/17 = 6,997   FY17/18 = 5,761   FY18/19 = 2,075
On Time Performance: 63.6% On Time / 25.4% Late / 11.1% Early

300-Taos

FY16/17 = 13,004   FY17/18 = 13,585   FY18/19 = 6,181
On Time Performance: 50.2% On Time / 39.3% Late / 10.4% Early
FY16/17 = 1,591  FY17/18 = 1,790 FY17/18 = 993
On Time Performance: 53.4% On Time / 31.5% Late / 15.2% Early

FY16/17 = 4,058  FY17/18 = 3,292  FY18/19 = 1,869
On Time Performance: 87.5% On Time / 11.5% Late / 1% Early
**320-Questa**

FY16/17 = 14,701  
FY17/18 = 16,206  
FY18/19 = 6,763

On Time Performance: 89.5% On Time / 6.8% Late / 3.7% Early

**330-Penasco**

FY16/17 = 4,673  
FY17/18 = 5,187  
FY18/19 = 2,383

On Time Performance: 65.2 % On Time / 20.8% Late / 14% Early
340-Chile Line

FY16/17 = 67,161  FY17/18 = 64,961  FY18/19 = 25,158
On Time Performance: 68.3% On Time / 16.3% Late / 15.4% Early

341-Taos Ski Valley

FY16/17 = 10,208  FY17/18 = 10,285  FY18/19 = 0
FY16/17 = 1,707  FY17/18 = 1,995  FY18/19 = 565
On Time Performance: 86.2% On Time / 3.7% Late / 10.1% Early

FY16/17 = 872  FY17/18 = 832  FY18/19 = 268
On Time Performance: 56.9% On Time / 17.4% Late / 25.7% Early
FY16/17 = 1,088  FY17/18 = 1,380  FY18/19 = 847
On Time Performance: 80.4% On Time / 8.4% Late / 11.2% Early

FY16/17 = 6,023  FY17/18 = 7,883  FY18/19 = 2,323
Pojoaque Demand Response

FY16/17 = 3,188  FY17/18 = 3,572  FY18/19 = 1,599

Pojoaque-Dial-A-Ride

FY16/17 = 1,095  FY17/18 = 917  FY18/19 = 255
Paratransit - ADA

FY16/17 = 1,711  FY17/18 = 1,532  FY18/19 = 2,463

Flex Route

FY17/18 = 184  FY18/19 = 8

* Include ADA Flex Route
FY16/17 = 1,509  FY17/18 = 1,001  FY18/19 = 314

On Time Performance: 53.2% On Time 18.6% Late / 28.2% Early
Los Alamos, 154, 1%
Rio Arriba, 1433, 7%
Taos, 7985, 38%
Tribal, 1679, 8%
Santa Fe, 3121, 15%
Espanola, 5499, 26%
Dead Head, 79, 0%
Demand Response, 438, 2%
Flex Route, 0, 0%
Paratransit Services, 434, 2%
Special Event, 130, 1%
### Santa Fe Rt 2

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**FY16/17 = 45,818**  
**FY17/18 = 30,130**  
**FY18/19 = 12,679**

### Santa Fe 4

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**FY16/17 = 7,103**  
**FY17/18 = 5,648**  
**FY18/19 = 2,302**
Santa Fe 22

FY16/17 = 6,854  FY17/18 = 5,803  FY18/19 = 2,019

Santa Fe Pickup

FY16/17 = 85,384  FY17/18 = 85,516  FY18/19 = 40,841
Los Alamos Enhanced

FY16/17 = 25,831  FY17/18 = 27,986  FY18/19 = 22,011

Rail Runner

FY16/17 = 289,432  FY17/18 = 278,297  FY18/19 = 120,151