The mission of the North Central Regional Transit District is to provide safe, secure and effective public transportation within North Central New Mexico in order to enhance the quality of life of our citizens by providing mobility options and spur economic development throughout the region.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

November 1, 2019
9:00 AM - 1:00 PM
Jim West Regional Transit Center
Board Room

CALL TO ORDER

1. ROLL CALL
2. INTRODUCTIONS
3. PLEDGE OF ALLEGIANCE
4. MOMENT OF SILENCE
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – September 6, 2019 – Correction
   October 4, 2019
7. PUBLIC COMMENTS

PRESENTATION ITEMS

None

PUBLIC HEARINGS

None

ACTION ITEMS

A. Discussion and Review of the Fiscal Year 2019 Ending Budget
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

B. Discussion and Consideration of Resolution No. 2019-41 Adopting Amended Personnel Rules
   Sponsor: Anthony J. Mortillaro, Executive Director, Joe Palmeri, Human Resources Director and Peter Dwyer, Attorney
   Attachment
C. Discussion and Consideration of the Memorandum of Agreements (MOA) between North Central Regional Transit District (NCRTD) and Member Pueblos for Federal Fiscal Year (FFY) 2019 Tribal Transit Program (TTP) §5311(c) Funds
   Sponsor: Anthony J. Mortillaro, Executive Director
   Attachment

D. Discussion and Consideration of 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
   Sponsor: Anthony J. Mortillaro, Executive Director
   Attachment

E. Discussion and Consideration of a Memorandum of Agreement (MOA) between the Village of Taos Ski Valley (Village) and the North Central Regional Transit District (District)
   Sponsor: Anthony J. Mortillaro, Executive Director
   Attachment

DISCUSSION ITEMS

F. Quarterly Investment Report
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

G. Electronic Payment Report
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

H. Review of September 2019 Financial Summary
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

I. Finance Subcommittee Report
   Sponsors: Chair Ed Moreno and Anthony J. Mortillaro, Executive Director
   Attachment: Minutes from August 22, 2019

J. Tribal Subcommittee Report
   Sponsors: Chair Charles Dorame and Anthony J. Mortillaro, Executive Director
   Attachment: None
K. **Sustainability Subcommittee Report**  
*Sponsors: Anthony J. Mortillaro, Executive Director and Delilah Garcia, Operations Director*  
*Attachment: None*

L. **Executive Report and Comments from the Executive Director**  
   a. Executive Report October 2019  
   b. Performance Measures for September 2019  
   c. Ridership Report for September 2019

**MATTERS FROM THE BOARD**

**MISCELLANEOUS**

**ADJOURN**

**NEXT BOARD MEETING: Friday, December 6, 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>
<thead>
<tr>
<th>Members Present:</th>
<th>Elected Members</th>
<th>Alternate Designees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village of Chama</td>
<td>Absent</td>
<td></td>
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<td>Town of Edgewood</td>
<td>Councilor Linda Holle</td>
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<td>City of Española</td>
<td>Councilor Dennis Tim Salazar</td>
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<td>Los Alamos County</td>
<td>Councilor Antonio Maggiore</td>
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<td>Nambé Pueblo</td>
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<td>Mr. Marcus López</td>
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<td>Ohkay Owingeh</td>
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<td>Ms. Christy Ladd</td>
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<td>Pojoaque Pueblo</td>
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<td>Mr. Jeff Montoya</td>
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<td>Rio Arriba County</td>
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<td>Mgr. Tomás Campos</td>
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<td>San Ildefonso Pueblo</td>
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<td>Ms. Lillian Garcia</td>
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<td>Santa Clara Pueblo</td>
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<tr>
<td>City of Santa Fe</td>
<td>Councilor Carol Romero-Wirth</td>
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<tr>
<td>Santa Fe County</td>
<td>Commissioner Ed Moreno</td>
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<tr>
<td>Town of Taos</td>
<td>Mayor Dan Barrone</td>
<td></td>
</tr>
</tbody>
</table>
Taos County Absent
Taos Ski Valley Mr. Jalmar Bowden
Tesoque Pueblo Former Gov. Charlie Dorame [later]
Village of Questa Councilor Charlie Gonzales
Rio Metro Ms. Elizabeth Carter

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Mr. Stephen Dahlquist, Executive Assistant
Mr. Hector Ordoñez, Finance Director
Mr. Peter Dwyer, Legal Counsel
Mr. Jim Nagle, Public Information Officer
Mr. Michael Valverde, Transit Planner

Others Present
Carl Boaz, Stenographer

2. INTRODUCTIONS

Human Resources Specialist Yesenia Marquez with NCRTD was introduced. The Board welcomed her.

3. PLEDGE OF ALLEGIANCE

4. MOMENT OF SILENCE

5. APPROVAL OF AGENDA

Councilor Maggiore moved, seconded by Councilor Salazar, to approve the agenda as published. The motion passed by unanimous (13-0) roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Village of Questa, City of Santa Fe, Santa Fe County, City of Taos, and Village of Taos Ski Valley voting in favor and none voting against. Tesuque Pueblo was not present for the vote.

6. APPROVAL OF MINUTES August 2, 2019

Councilor Salazar moved, seconded by Chair Barrone, to approve the minutes of August 2, 2019 as presented. The motion passed by unanimous (13-0) roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Village of Questa, City of Santa Fe, Santa Fe County, City of Taos,
and Village of Taos Ski Valley voting in favor and none voting against. Tesuque Pueblo was not present for the vote.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS

A. Government Finance Officers Association (GFOA) Award for the North Central Regional Transit District (NCRTD) Comprehensive Annual Financial Report (CAFR)

Chair Barrone commented that it is great to go above and beyond our expectations and to qualify for these awards. The RTD continues to strive for excellence and that is very true in the Finance Department.

Mr. Mortillaro announced this award is for our CAFR. The award is due to Mr. Ordoñez and his staff; in line with all federal and state requirements. Only eleven entities in New Mexico have received it. This is our fourth award in a row.

Mr. Ordoñez came forward. Chair Barrone thanked him and his staff for their achievement.

Mr. Ordoñez said the CAFR this year was a 300-page document we had to complete in 30 days. We are one of five awardees that have received all four GFOA awards and one of them was also Los Alamos County. Thank you.

B. Years of Service and Safe Driver Program, Awards Presentation

Mr. Mortillaro announced two staff members to receive their Five-Year awards. Mark López is a Vehicle Electronics Technician and Elizabeth Garcia is a Driver II.

Chair Barrone read the certificate for both employees and said he was looking for them to be here for their 25-year pin.

PUBLIC HEARINGS - None

ACTION ITEMS

C. Discussion and Consideration of Resolution No. 2019-33 Demonstrating the NCRTD Commitment to Provide the Local Match Share Upon Award of §5311 Federal Funding for
Federal Fiscal Year (FFY) 2021

Mr. Mortillaro explained this is a required annual action to be taken.

Mr. Valverde gave the details of the match which will not exceed a maximum of $3,306,000 for federal or state funds. It was submitted on August 23, 2019 and DOT will accept it once it is approved here.

Governor Dorame arrived at 9:18.

Councilor Maggiore moved, seconded by Councilor Gonzales, to approve Resolution No. 2019-33 Demonstrating the NCRTD Commitment to Provide the Local Match Share Upon Award of §5311 Federal Funding for Federal Fiscal Year 2021. The motion was approved on a unanimous 14-0 roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Village of Questa, City of Santa Fe, Santa Fe County, City of Taos, Village of Taos Ski Valley and Tesuque Pueblo voting in favor and none voting against.

D. Discussion and Consideration of Resolution No. 2019-34 Amending the District's Procurement Policy

Mr. Mortillaro explained that each year, Staff undertakes a review of existing procurement policies. This year, he and Mr. Ordoñez and Mr. Dwyer met with the Finance Subcommittee.

Mr. Ordoñez said the purpose was to make sure our policies for procurement met all the requirements. Federal recommendations are made during the year and there were no significant changes to be made. It was just minor modifications, including sequence of events and re-definitions on procurement. The Table of Contents was updated and there were new definitions added, including competitive sealed bids, etc. He listed those policies that were no longer needed that would be deleted.

He noted exceptions in Section 4 to which financial services were added. He wanted to make sure the District had policies if the District wanted to change banks. It also updates the federal thresholds in the procurement code as it applied to the NCRTD. The policy also listed procurement types within the District and the RFQ process was defined.

Mr. Dwyer clarified that the Hector Ordonez, who serves as the Chief Procurement Officer for the District goes to training at the State level, which they are adding alternate processes, so we changed competitive sealed bids as only one process. We often ask bidders to state their qualifications first. We still use sealed bids (traditional) but others that are more appropriate in some situations.

The Federal threshold had to change so the federal section follows federal law and trying to keep current.

Chair Barrone understood if it doesn't name you, we cannot use it off of a package.
Mr. Dwyer said that piggybacking with state price agreements are not accepted.

Mr. Ordoñez clarified it is highly discouraged but still can be done. The only time we use it is for lowest cost. Certain projects can be done where terms or other qualifications comply better with NMDOT requirements and will provide a bid that is reasonable.

Ms. Ladd reported that tribes have to use the lowest bidder.

Mr. Ordoñez said the RTD cannot use local preference with federal funds.

Councilor Salazar asked if this was recommended by Finance.

Mr. Ordoñez agreed.

Councilor Salazar moved, seconded by Councilor Maggiore, to approve Resolution No. 2019-34 Amending the District’s Procurement Policy. The motion was approved on a unanimous 14-0 roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Village of Questa, City of Santa Fe, Santa Fe County, City of Taos, Village of Taos Ski Valley and Tesuque Pueblo voting in favor and none voting against.

E. Discussion and Consideration of Resolution No. 2019-35 Revising the 5307 Fare Policy

Mr. Mortillaro said this change in policy was requested by the NMDOT Transit and Rail Division and came up during the site visit.

Mr. Dwyer said it was a very minor change on Mountain Trails route, that provide for 50% discounts for seniors and disabled. With proper identification, the District will honor a 50% discount when requested.

Councilor Salazar moved, seconded by Councilor Maggiore, to approve Resolution No. 2019-35 Revising the 5307 Fare Policy as requested. The motion was approved on a unanimous 14-0 roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Village of Questa, City of Santa Fe, Santa Fe County, City of Taos, Village of Taos Ski Valley and Tesuque Pueblo voting in favor and none voting against.

F. Discussion and Consideration of an Award of Proposal for a Construction Owner’s Representative (Construction Manager) of the Española Maintenance Facility

Mr. Mortillaro said this was a service request for to retain a firm as construction manager for the Española construction project. The Construction Manager would be for the duration of the project. He
wanted to get the Representative involved right away in the design of the project. They would lend a good perspective to assure it is constructible and minimize change orders. The Representative is also to be available during the whole construction period to interface with the contractor to assure it is built to specifications and any field changes necessitated, to be in contact with Mr. Mortillaro and get our approval and architect’s approval and to do the final walk-through for the warranty.

Mr. Ordoñez addressed the proposal process and announced that the rep from North Star was present at the meeting. He reported that he issued the RFP on June 5, 2019 with nine potential companies invited. Proposals were due July 23 and North Star was the only proposal received. They provided references for consideration and Staff was amazed at the good feedback received. The evaluation committee recommended North Start for approval by the Board.

Mr. Clay Simmons spoke to their experience in various projects. They were excited for the opportunity to work with NCRTD and stood for questions.

Ms. Ladd asked if they were confident with the proposed timeline for 80% completion by February 2020.

Mr. Mortillaro said they cannot sign any contracts until the feds finalize the build grant. The District has no pre-award authority. He is keeping his fingers crossed that they would sign the documents before the end of September and then can finalize the agreement with engineering and get started by October on six months for design; award construction by June and one-year construction season for the facility.

Chair Barrone noted that the neighbors to the south of District property had to do excavation and we had to do that in front. Those are all to be addressed.

Mr. Mortillaro agreed. The preliminary design was done in 2014 and undertook eleven borings on the back seven acres. When they designed this building, they did borings and it did not show the extent and depth of the water table. In the back, the table is as high as six feet. He understood they had to go down 8 feet to get past the water table. It has been five years since our borings, so we need to do them again to understand the impact of the water table on this facility due to changing weather patterns.

Mr. Ordoñez added that they went back to the company that did the borings before.

Mr. Mortillaro explained that the federal grant has several milestones that were put into the document and he hedged as much as possible in case construction bids were higher than our budget and winter weather that delays progress.

Ms. Ladd asked why they did not allow pre-award authority.

Mr. Mortillaro said the District has three federal grants. One is $3.6 million, and another was $1.9 million, and the feds trumped all agreements until this agreement was signed.
Ms. Ladd moved, seconded by Councilor Maggiore, to approve Award of Proposal for a Construction Owner’s Representative (Construction Manager) of the Española Maintenance Facility to North Star. The motion was approved on a unanimous 14-0 roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Village of Questa, City of Santa Fe, Santa Fe County, City of Taos, Village of Taos Ski Valley and Tesuque Pueblo voting in favor and none voting against.

G. Discussion and Consideration of Resolution No. 2019-36 Adoption of a Resolution to Adjust Budgeted Revenues and Expenditures and Reallocation of CIP Funding for FY 2020

Mr. Mortillaro provided a new revised handout on this request for a minor correction.

Mr. Ordoñez addressed the budget adjustment request of $1,197,593 to carry forward $1,109,093 for buses, wrapping of buses, uniforms, furniture and bus shelters. The District has those obligations along with $88,500 for Worker’s Comp as well as asset management. The amount for Worker’s Comp would provide a Financial Specialist and full year budgets for drivers. The Resolution also includes approval to reallocate from one project to another of $35,100 for replacement of 3G Modems and Routers. He identified the sources for funding and listed each line item for expenses. The new budget total would be $20,833,428. He recommended approval.

Mr. Mortillaro said the Finance Subcommittee discussed this and one item was not ready. It was the change in the asset management system. The Finance Subcommittee approved all other parts.

Commissioner Moreno moved, seconded by Councilor Gonzales, to approve Resolution No. 2019-36, Adoption of a Resolution to Adjust Budgeted Revenues and Expenditures and Reallocation of CIP Funding for FY 2020, including the asset management addition. The motion was approved on a unanimous 14-0 roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Village of Questa, City of Santa Fe, Santa Fe County, City of Taos, Village of Taos Ski Valley and Tesuque Pueblo voting in favor and none voting against.

H. Discussion and Consideration of Staff Request to Submit Two Projects to the New Mexico Department of Transportation (NMDOT) for Funding

Mr. Mortillaro said the Staff would like to apply for funding of two projects. This item does not need a resolution for this. So the motion would authorize submittal of these two projects.

Mr. Valverde explained that NMDOT seeks projects for funding and ours will be for a total of $220,000. The first project to extend para transit in northern Santa Fe County to Arroyo Seco, Chimayó, etc. with one additional vehicle and paratransit operator and secondly to expand Chile Line in in the Taos area. This does not require a local match but there are about $10,000 of local contributions to those projects.
Mr. Mortillaro said the availability came from efforts of the New Mexico Transit Association Legislative Subcommittee, of which he is the Chair and Keith Wilson is also a member. We have worked to get the Legislature to fund a Transit Fund in New Mexico. This year, we approached the Secretary of Transportation and met and made our case with him. He supports public transit and he offered an allocation of $1 million for pilot projects.

On page 250 is the outline of parameters and NMDOT signed off on them and approved the deadline. We put it out to NMTA membership, and we bring this forward to get authorization to apply for those funds. Hopefully our application is meritorious. It is a good thing that no federal money is involved.

Ms. Ladd said she did not receive anything on it.

Mr. Mortillaro said it went out to association members and agreed to forward it to her.

Mgr. Campos moved, seconded by Commissioner Moreno, to approve authority to Submit Two Projects to the New Mexico Department of Transportation (NMDOT) for Funding. The motion was approved on a unanimous 14-0 roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Village of Questa, City of Santa Fe, Santa Fe County, City of Taos, Village of Taos Ski Valley and Tesuque Pueblo voting in favor and none voting against.

DISCUSSION ITEMS

I. Quarterly Investment Report

Mr. Ordoñez provided details of the quarterly investment report contained in the packet. He clarified that when CDs are redeemed, the cash goes into the general fund. Most of the money is invested in CDs and treasuries in a short-term strategy. The CDs have staggered maturity in each month. He anticipated higher rates in January. He gave totals of funds invested and totals of the redeemed CDs. Page 251 had the summaries. The average return on investment was 1.56%.

There were no questions on the report.

J. Electronic Payment Report

Mr. Ordoñez provided the report for all payments over $20,000 as shown on page 257. Twenty-five payments were made for a total of over $2.5 million.

There were no questions.

K. Review of July 2019 Financial Summary
Mr. Ordoñez reviewed the July financial activity for July, the first month of the current fiscal year, as presented, starting on page 261. He read portions from the report to the Board and explained all of the significant variances. He said most were due to it being the end of the fiscal year and having three payrolls in the month. He noted the purchase of a trailer to be used for transporting equipment on the Mountain Route.

He gave the GRT totals by County to the Board and reported that no federal grant revenue in July was received.

He also went through the expenditures by category listed on page 268.

There were no questions on the report.

L. Finance Subcommittee Report

Commissioner Moreno said the Subcommittee met and discussed how to have flexibility in managing the money, which is a big deal.

Mr. Mortillaro added that the Subcommittee had discussion an Audit Entrance conference with the auditors. We are using the same audit firm as last year.

M. Tribal Subcommittee Report

Governor Dorame reported the Tribal Subcommittee did not meet last month. He did not know if they would meet this month with everything else going on.

N. Sustainability Subcommittee Report

The Sustainability Subcommittee did not have a meeting.

O. Executive Report and Comments from the Executive Director

Mr. Mortillaro reported completion of CBA negotiations and said the October agenda would include an item to ratify the agreement and the union will get the membership ratification in September. Both parties were pleased with the results.

CLOSED SESSION
P. Closed Session pursuant to NMSA 1978, Section 10-15-1(H)(7) for the limited purposes of discussing threatened or pending litigation; City of Albuquerque v. John Monforte and the New Mexico Taxation and Revenue Department; D-202-CV-2018-08036

Councilor Gonzales moved, seconded by Commissioner Moreno, to go into closed session for the limited purpose of the two pending litigation items listed on the agenda. The motion was approved on a unanimous 14-0 roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Village of Questa, City of Santa Fe, Santa Fe County, City of Taos, Village of Taos Ski Valley and Tesuque Pueblo voting in favor and none voting against.

The Board went into closed session at 10:27 a.m. and ended at 11:05 a.m.

Councilor Salazar moved, seconded by Ms. Ladd, to return to open session. The motion was approved on a unanimous 13-0 roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, San Ildefonso Pueblo, Village of Questa, City of Santa Fe, Santa Fe County, City of Taos, Village of Taos Ski Valley and Tesuque Pueblo voting in favor and none voting against. Rio Arriba County was not present for the vote, having departed during the closed session.

Mr. Dwyer reported that the matters discussed during the closed session were limited to those listed on the agenda and no actions were taken.

Councilor Maggiore moved, seconded by Councilor Salazar to accept the Attorney report. The motion was approved on a unanimous 13-0 roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, San Ildefonso Pueblo, Village of Questa, City of Santa Fe, Santa Fe County, City of Taos, Village of Taos Ski Valley and Tesuque Pueblo voting in favor and none voting against. Rio Arriba County was not present for the vote.

MATTERS FROM THE BOARD

Councilor Salazar announced the Regional Transportation Planning Organization meeting and a few NCRTD members were at the meeting. Ms. Ladd was elected as the new Chair.

There were no other matters from the Board.

MISCELLANEOUS

There were no miscellaneous items.
ADJOURNMENT

Upon motion by Councilor Romero-Wirth and second by Councilor Maggiore, the meeting was adjourned at 11:08 a.m.

NEXT BOARD MEETING: Friday, October 4, 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.
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:

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<td>Mr. Juan Torres</td>
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<td>Rio Arriba County</td>
<td>Commissioner Leo V. Jaramillo</td>
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<td>Taos County</td>
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<td>Dep Cty Mgr Lupe Martinez (T)</td>
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<td>Taos Ski Valley</td>
<td>Mayor Christoff Brownell</td>
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2. INTRODUCTIONS

There were no introductions.

3. PLEDGE OF ALLEGIANCE

4. MOMENT OF SILENCE

5. APPROVAL OF AGENDA

A request was made to remove item B under Action Items from the agenda as it was not yet ready.

Councilor Maggiore moved, seconded by Councilor Salazar, to approve the agenda as amended with Action Item B removed. The motion was approved by unanimous (15-0) roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Ohkay Owingeh, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Taos Ski Valley and Pueblo of Tesuque voting in the affirmative and none voting against.

6. APPROVAL OF MINUTES B September 6, 2019

Councilor Salazar moved, seconded by Ms. Valério, to approve the minutes of September 6, 2019 as presented. The motion was approved by unanimous (14-0) roll call vote with Town of Edgewood, City of Española, Los Alamos County, Pueblo of Ohkay Owingeh, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Taos Ski Valley and Pueblo of Tesuque voting in the affirmative and none voting against. The Village of Chama abstained because Councilor...
Flury had been absent at that meeting.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS

A. Years of Service and Safe Driver Program

Mr. Mortillaro announced the awardees - Neil Garinger, Eduardo Garcia and James Martínez. Chair Barrone presented the awards to each of the employees - for five years of service and safe driving award to Mr. Garinger; for one year of service and safe driving awards to Mr. Garcia and Mr. Martínez. The Board congratulated them for their service to the District.

PUBLIC HEARINGS

There were no public hearings.

ACTION ITEMS

B. Discussion and Consideration of Resolution No. 2019-37 Amending Financial Policy No. 7, Disposition of Obsolete Property

This item was removed from the agenda under Approval of the Agenda.

C. Discussion and Consideration of Resolution No. 2019-38 Certifying the Physical Inventory of Movable Chattels and Assets Costing More Than $5,000

Mr. Ordoñez presented this resolution, which was also shown in the packet on pages 31-38. Pages 31 - 33 listed the vehicles and he recited the established values for each. Page 37 provided the real estate assets and appraised value, including buildings and equipment. He then identified the items to be transferred to the related projects in Taos. The total in the inventory was valued at $8.583 million.

Ms. Ladd said she did not see in the packet the items listed that were removed from the inventory.

Mr. Ordoñez explained that there were none removed during the period of this report but there would be some in the near future. They would probably be on the next
Councilor Maggiore noticed there were items listed that did not seem to have a value as much as $5,000.

Mr. Ordoñez explained that with projects, even when parts of the project individually be less than $5,000. under capitalization rules those components are considered part of the capital asset.

Councilor Maggiore moved, seconded by Councilor Salazar to approve Resolution No. 2019-38 Certifying the Physical Inventory of Movable Chattels and Assets Costing More Than $5,000. The motion was approved by unanimous (15-0) roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Ohkay Owingeh, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Taos Ski Valley and Pueblo of Tesuque voting in the affirmative and none voting against.

D. Discussion and Consideration of Resolution No. 2019-39 Board Approval of Safety Management System Plan Policy Statement

Mr. Mortillaro clarified that this item is in response to the new FTA regulation regarding public transportation safety plans related to 5307 operations.

Director Garcia said this is the final rule, first issued in July 2018. It requires transit systems receiving funding from 5307 to be compliant with the rules. Entities must develop safety plans for a safety management system which must be completed by July 2020. The District is creating one plan and bringing all bus procedures into one plan for how we operate safely from the Board, to the Executive Director, to management and to all District employees. She is planning to present the final plan, and have it adopted at the June 2020 board meeting.

Page 42 has the statement to be considered by the Board. She is letting all contractors know about it and performing safety training with all employees. Page 43 presents the employee reporting, development of safety goals and targets and measuring our compliance with the goals and targets.

Ms. Ladd asked Director Garcia to clarify the intent of this resolution since the final compliance is in 2020.

Director Garcia said this is the first step, which is to develop a statement for what we are committed to. The plan itself is a huge undertaking. It will take about an 8-month turnaround to get it all in place. Because we get 5307 funding, we are subject to it, but it only affects Mountain Trail and La Cienega directly. But the 5307 federal funding
requires that we cover all of our territory. So the District is really required to meet the standard for the whole agency.

Ms. Ladd asked if the District gets NMDOT assistance to complete it.

Ms. Garcia clarified that NMDOT is responsible for the plan.

Mr. Kevin Olinger, from NMDOT, was present and stated that the rule, as announced, indicated the states have the final responsibility for completion of the safety plan so the Department spoke with all transportation entities in the state. One statewide plan would not fit with all of them. Mr. Lazaro, the technical consultant, is working with all affected providers to make sure everyone has a compliant plan by July 2020.

Chair Barrone asked if it is new for all providers.

Mr. Olinger agreed. It also deals with ADA, 5310 and 5311 but for right now, it just applies to agencies getting 5307 funding and the rest is suspended for now.

Ms. Ladd pointed out that there are five New Mexico tribes with their own transit systems. She asked Mr. Olinger if he would be helping them where the tribes receive 5307.

Mr. Olinger agreed. DOT is working with the tribes to get them done and Transit Operation Policy and Procedures (TOPPS) is one of the plans on the books and another is Safety and Emergency Preparedness Plan. Those are the precursors of the final plans. We reach out to small and rural transit agencies to keep them up to date.

Chair Barrone thanked him for being here.

Chair Barrone moved, seconded by Mr. Escudero, to approve Resolution No. 2019-39 Board Approval of Safety Management System Plan Policy Statement. The motion was approved by unanimous (15-0) roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Ohkay Owingeh, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Taos Ski Valley and Pueblo of Tesuque voting in the affirmative and none voting against.

E. Discussion and Consideration of an Extension of Signature Authority for Architect Services

Mr. Ordoñez said that during the June Board meeting, authority was granted to the Executive Director for three months, but we have not received approval from the FTA for this grant yet. We are close and had a conversation with them yesterday. The
approval will probably happen within the next two weeks. The authority approval expired on September 14, 2019 so this is asking for an extension to January 2020 for this signature authority.

Mr. Dwyer was good with it. It is just an extension because a federal grant did not come in yet.

Councilor Maggiore moved, seconded by Ms. Ladd to approve an Extension of Signature Authority for Architect Services until January 2020. The motion was approved by unanimous (15-0) roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Ohkay Owingeh, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Taos Ski Valley and Pueblo of Tesuque voting in the affirmative and none voting against.

F. Discussion and Consideration of Resolution No. 2019-40 Approval to Dispose Assets

Mr. Ordoñez provided a brief explanation of the guidelines regarding disposal of assets purchased with federal funding or DOT. He read the guidelines that were also in the Board packet. They included the title, lien, if any, removal of equipment that were District installed and removal of identifying labels. He has submitted 27 requests for disposal in 2019 and recently got a request to transfer 4 vehicles from Zia Therapy. They are a nonprofit in Alamogordo serving children with special needs and they were approved for disposal of four vehicles valued at $8,000 that have exceeded their useful life. The District has already replaced the vehicles and he requested authorization to transfer the vehicles as requested.

Chair Barrone mentioned a request from Taos for a bus.

Mr. Ordoñez explained that the District must get permission from NMDOT for that vehicle, which was purchased with 5311 funding, to make sure we comply with all requirements. When that is approved, we can make the disposal.

We give members the first right of refusal and let other transit agencies apply for a transfer who is not a member of the District.

Chair Barrone surmised the request is still there.

Mr. Ordoñez agreed. It is a new process and we are still learning.

Ms. Ladd asked if it is just for vehicles or also for shelters.

Mr. Ordoñez said the District can include other assets.
Commissioner Jaramillo moved, seconded by Ms. Ladd to approve Resolution No. 2019-40 Approval to Dispose Assets as requested. The motion was approved by unanimous (15-0) roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Ohkay Owingeh, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Taos Ski Valley and Pueblo of Tesuque voting in the affirmative and none voting against.

G. Discussion and Possible Contingent Ratification of the Labor Agreement between Chauffeurs Teamsters and Helpers Local No. 492 and North Central Regional Transit District Effective October 12, 2019 through June 30, 2022

Mr. Mortillaro mentioned one correction to the agreement. When first drafted, not knowing how the membership would be voting, we used the word contingent for the agreement. But membership voted on October 2, 2019 for ratification on a 31-3 vote.

He reviewed some items in the agreement that were changes. On page 57, article 2, section 1 it was once referred to as fair share, but a Supreme Court decision brought a need to change it. Employees cannot be forced to contribute to a union they do not belong to.

Mr. Dwyer described it as the Janus case. He based his objection on union funds used for political purposes. The Court said people not in the union have free speech rights and cannot be forced to pay for a position the employee does not support. What it means is that there is now no incentive for people to join the union. For NCRTD, it has not yet been a problem. The problems have been resolved in this agreement. Fair share is now illegal.

Mr. Mortillaro listed the other changes:
- Page 58 has in section 2 a wording added for one hour during orientation to talk about unions.
- Section 3 has the payment of union dues changed from the Janus decision.
- Page 59 deals with DRIVE, which is a political action committee and the policy does not compel employees to participate in it, but the District will allow a payroll deduction for an employee who signs up for DRIVE.
- Page 60, section 1 on Seniority, adds a couple more domiciles to the list. Employees located in those domiciles have their own roster for bidding on routes.
- Probationary period - provides for an extension up to an additional 3 months - now is 6 months - can extended it 3 months more.
- At the bottom are some exemptions for probationary employees.
- Page 61 - loss of seniority, gives more clarification how it applies to people who may have been separated from employment.
- Article 5 - filling vacancies - changes term job to term position. A person fills it,
not a piece of work.

- Section 2 was revised to define what is a work assignment or piece of work related to bidding.
- Page 62 has some changes that just document current practices including language on bids that become open after the bidding process happened. We will allow at least two bids during the first two months and a third move is made by the District.
- Driver III is clarified - it allows the District to assign to extra work since they fill in for vacancies and absences.
- What happens with promotions when the promotion does not work out - can they return to previous position. We will not let them replace an existing employee and they would be laid off.
- Page 64 deals with oral reprimands, etc - how far back we can go to use evidence through video or other documentation. We use progressive discipline. The new part is tardiness and want it to be clear that must show up for their shift on time.
- Page 65 is extended time period for when we can request after nine months with no reoccurrence of the infraction. It will not be used for further disciplinary purposes except for safety violations.
- Page 69 under section 4 regards grievance - to add a mediation section rather than directly to arbitration.
- Page 71 is on safety - clarified pre and post-trip inspections must be written in detail by driver report. Report any A/C problem within four days or leave the bus out of service.
- Privacy panels behind drivers are added as new buses are purchased.
- Section 3 - outside bus washing - We will not assign drivers to wash in sub-freezing weather and 99 degrees or higher. The new facility will have automatic bus washing.
- Page 72 - new provisions - temporary reclassification and handle compensation when to a higher level. Examples happen rarely.
- Uniforms are provided to employees and this specifies minimum numbers including pants which are new. We will launder or clean the uniforms or provide a $15/month allowance.
- Cell phones - employees are not required to carry their own. No chats allowed. In inclement weather, a driver can use a cell phone while not sitting in driver=s seat when the radio is inoperable.
- Page 74 - most weeks are 40 hours, but some pieces end up being less than 40 by a few hours and they are assigned other work to finish the 40 hours for the week. If they choose not to make it up, they can use annual leave. And if not, all benefits are reduced proportionately.
- Page 75 - holidays - We changed Columbus Day to Indigenous People Day.
- Page 76 changed notice for medical leave or illness and what happens when not made as prescribed. Three-hour minimum.
- Page 79 has a new provision - accumulation of vacation time and forfeiture when
over the maximum if not used. They can sell back vacation leave time. It also clarified how many days can be bid.

- Page 80 - health and welfare - under item B, we cover 80% and employees pay 20% and we are picking up increases in the plan. Pension is already in the budget for increases at PERA.
- Page 81 deals with the 3-year contract commencing on October 12 because it is the start of that pay period.
- Page 82 - wage adjustment - employees who are Driver 1 or Customer Service Rep 1 will get a 3% increase in salary; Driver 2 or better will get a 6% increase starting October 12 and for the following year, a 3% and the year after is 2% across the board.
- Page 84 - makes sure the union is fully aware of recognition programs and how they are managed.

Mr. Mortillaro said overall, this is an agreement that puts us in a more competitive position for Driver II positions. The parties worked well together and focused on trying to resolve all mutual concerns. And, as we went through them, no one walked out. The costs of the contract are well within the parameters we established.

Ms. Valério asked, in the event of medical emergency, whether employees could donate sick leave for them.

Mr. Mortillaro said the District does not have a sick leave donation program.

Councilor Maggiore moved, seconded by Mr. Escudero, for Ratification of the Labor Agreement between Chauffeurs Teamsters and Helpers Local No. 492 and North Central Regional Transit District Effective October 12, 2019 through June 30, 2022. The motion was approved by unanimous (15-0) roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Ohkay Owingeh, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Taos Ski Valley and Pueblo of Tesuque voting in the affirmative and none voting against.

DISCUSSION ITEMS

H. Review of August 2019 Financial Summary

Mr. Ordoñez presented the August 2019 Financial Summary report which began in the packet on pages 88 and following. He identified the variance from budget which were on page 89 and following. He presented the GRT revenues by County and compared them with last year. Then he reviewed the financial activity by budget category as presented in the packet.
There were no questions about the Finance Summary Report.

I. Finance Subcommittee Report

The Finance Subcommittee did not meet.

J. Tribal Subcommittee Report

The Tribal Subcommittee did not meet.

K. Sustainability Subcommittee Report

The Sustainability Subcommittee will meet next month.

L. Executive Report and Comments from the Executive Director

a. Executive Report for September 2019

Mr. Mortillaro reported on the acquisition of asset management software, the District received four bids and ended negotiations with one vendor because the costs vacillated every time we asked for clarification. We will restart the process in December or January.

He announced that weekend service starts on October 5 with Angel Fire, which will make it seven-day service.

Mr. Mortillaro said the new Chama bus shelter is now completed.

In Taos, construction has started on the new bus stop, shelter, and parking lot.

b. Performance Measures for August 2019

c. Ridership Report for August 2019

Director Garcia presented her report on performance measures and ridership for August. She informed the Board that ridership for August was up from the previous month with 25,114 passenger trips, but lower that ridership in August 2018. She shared the statistics on ridership by type for August and said some of the reduced rate was due to kids just getting back to school and anticipated increases from trips for school riders. Operational costs were shown on page 106 in the packet which for August was $3.06
overall; $2.88 for fixed route service and $5.05 for demand service.

The accidents on pages 107-108 for August included one minor accident and no major accidents. On times stats were on page 110 and maintenance was at 98%. Average miles per gallon will be reported in November. Page 112-114 contained all passenger incidents, commendations and criticisms.

MATTERS FROM THE BOARD

Councilor Salazar announced the Española Presbyterian Hospital annual health fair and free flu shots tomorrow for anyone who is interested.

Mr. Escudero said last November, the Pueblo of Tesuque had submitted to the Board consideration of other stops and wondered if there would be any action on that.

Mr. Mortillaro explained that the request was turned over to the consultants who are doing the short-range service plan update and they will be scheduling public meetings throughout the District. He hopefully will get a list of those meetings soon. Chris Cordova, with Southwest Planning in a subcontract to KFH is doing that plan.

Mayor Brownell thanked the Board and Staff for implementing the summer pilot program from Taos to the Ski Valley. It had good ridership and he hopefully we can continue the program again next summer. Thanks for the pilot program.

Chair Barrone pointed out that activity is growing around that region and snow this year will help greatly.

Mr. Mortillaro announced that he and Director Garcia met with the Red River City Clerk and Transit Manager to talk about service operations there and whether they wanted to consider consolidation with the District. They are going to take the contract up with Mayor and Council. It is basically a small demand service which they are funding with their Lodgers Tax revenue. If they consolidate with the District, they would save approximately $70,000 each year.

MISCELLANEOUS

There were no miscellaneous matters to consider.

ADJOURN

Upon motion by Councilor Maggiore, second by Commissioner Moreno and unanimous voice vote, the meeting was adjourned at 10:31 a.m.
NEXT BOARD MEETING: Friday, November 1, 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: Discussion and Review of the Fiscal year 2019 Ending Budget Review

Prepared By: Hector E. Ordonez, Director of Finance

Summary:
NCRTD is reporting year-to-date revenues as of June 30, 2019. Overall revenues and expenditures were less than budgeted. However, actual revenues of $12,370,182 exceeded expenditures of $11,397,081 for FY2019. This means that the District will not utilize cash balance and received $973,101 more in revenues than it spent.

Revenue:

Federal Revenue: $2,663,936 vs. $3,602,807 Budgeted

Gross Receipt Tax (GRT): At year end the total surplus was $1,227,978
- Los Alamos County – Actual surplus was $663,103 or 47%.
- Rio Arriba County – Actual deficit was $43,266 or negative 8%.
- Santa Fe County – Actual surplus was $578,365 or 13%. Per our contractual commitment with Santa Fe County and with the Rio Metro RTD, 50% of these funds are dispersed to support the operation of the Rail Runner.
- Taos County – Actual surplus was $29,776 or 3%.

Use of Fund Balance: NCRTD had budgeted $887,661 from District Funds to use as local match for its capital purchases and operating expenses. Due to increases in GRT, fares, investment revenue, and the timely submission and collection of 5311c funds there was no need to use any cash from our reserves to use as match.

Miscellaneous Revenues: NCRTD received $279,731 in proceeds from transit fares, bank interest, insurance proceeds and proceeds from sales activities.

Expenditures:

The breakdown of expenditure savings vs. budget are as follows:
- Employee Salaries and Wages: Actual savings were $104,028
- Employee Benefits: Actual savings were $132,464
- GRT Contributions: Additional expenses incurred were $257,608
- Contractual Services: Actual savings were $176,614
- Fuel: Additional expenses incurred were $42,504
- Capital Outlay: Actual savings were $1,428,364 due to buses and bus equipment not received in FY2019. Expenses were carried forward to FY 2020.
The projected fund balance presented to the Board during the 2019 budgetary process last year was $10,281,097. The projected ending fund reserve balance is now $13,312,107 which exceeds the 25% requirement of $3,092,632 by $10,219,475.

**Background:**
The North Central Regional Transit District (NCRTD) has closed its FY19 financial activity ending June 30, 2019. The standard for expenses and revenues are at 100% of the budget for FY19. The intent of this review is to apprise the Board of the end result for the fiscal year in relation to actual budgetary performance before preparations of the FY21.

**Recommended Action/Proposed Motion:**
It is recommended that the Board of Directors discuss and review the information presented to the Finance Subcommittee during the October 25, 2019 meeting and move to accept as presented.

**Options/Alternatives:**
1. Take no action; or
2. Endorse the Quarterly Investment Report, (recommended); or
3. Amend, modify or reject the recommendation and provide direction to staff.

**Fiscal Impact:**
None

**Attachment(s):**
- Fiscal Year 2019 Ending Budget to Actual Report
**FY2019 BUDGET TO ACTUAL REPORT**

FY2019 (July 1, 2018 to June 30, 2019)

NCRTD Revenue and Expenses vs. Budget

---

**Overall Revenue/Expenses FY 19**

![Bar chart showing revenue and expenses for each month from July 2018 to June 2019.]

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<table>
<thead>
<tr>
<th></th>
<th>Budget Revenue FY19</th>
<th>Current Year FY19 Actuals Revenue</th>
<th>Budget Expenses FY19</th>
<th>Current Year FY19 Actuals Expense</th>
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<td>Jun 19</td>
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<tr>
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<td>$ 12,967,234</td>
<td>$ 12,370,182</td>
<td>$ 12,967,234</td>
<td>$ 11,397,081</td>
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</table>
## FY2019 BUDGET TO ACTUAL REPORT
### FY2019 (July 1, 2018 to June 30, 2019)
### NCRTD Revenue - By Sources

**Gross Receipt**
- Actual FY16: $7,673,654
- Actual FY17: $7,568,341
- Actual FY18: $8,063,102
- Budget FY19: $7,330,000
- Actual FY19: $8,557,978
- Year to Date Budget Variance: 117%

**Fed Grant**
- Actual FY16: $3,041,790
- Actual FY17: $3,623,558
- Actual FY18: $3,149,703
- Budget FY19: $3,602,807
- Actual FY19: $2,663,936
- Year to Date Budget Variance: 74%

**State Capital/Outlay**
- Actual FY16: $301,312
- Actual FY17: $93,000
- Actual FY18: $-1
- Budget FY19: $195,000
- Actual FY19: $-1
- Year to Date Budget Variance: 0%

**Local Match**
- Actual FY16: $350,000
- Actual FY17: $350,000
- Actual FY18: $483,956
- Budget FY19: $482,114
- Actual FY19: $482,142
- Year to Date Budget Variance: 100%

**5311c/Member Contributions**
- Actual FY16: $156,154
- Actual FY17: $146,629
- Actual FY18: $40,952
- Budget FY19: $306,552
- Actual FY19: $386,395
- Year to Date Budget Variance: 126%

**Use of Fund Balance**
- Actual FY16: $71,687
- Actual FY17: $-887,661
- Actual FY18: $163,100
- Budget FY19: $279,731
- Actual FY19: $0
- Year to Date Budget Variance: 0%

**Misc Revenues**
- Actual FY16: $161,238
- Actual FY17: $205,733
- Actual FY18: $137,268
- Budget FY19: $163,100
- Actual FY19: $279,731
- Year to Date Budget Variance: 172%

### Summary

<table>
<thead>
<tr>
<th></th>
<th>Actual FY16</th>
<th>Actual FY17</th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year to Date Budget Variance</th>
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<tr>
<td>Gross Receipt</td>
<td>$7,673,654</td>
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<td>$7,330,000</td>
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<td>117%</td>
</tr>
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<td>74%</td>
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<td>$195,000</td>
<td>$-1</td>
<td>0%</td>
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<td>Local Match</td>
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<td>$350,000</td>
<td>$483,956</td>
<td>$482,114</td>
<td>$482,142</td>
<td>100%</td>
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<td>5311c/Member Contrib.</td>
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<td>126%</td>
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<td>Use of Fund Balance</td>
<td>$71,687</td>
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<td>$163,100</td>
<td>$279,731</td>
<td>$0</td>
<td>0%</td>
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<tr>
<td>Misc Revenues</td>
<td>$161,238</td>
<td>$205,733</td>
<td>$137,268</td>
<td>$163,100</td>
<td>$279,731</td>
<td>172%</td>
</tr>
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</table>

Total: $11,684,148 | $12,058,948 | $11,874,981 | $12,967,234 | $12,370,182 | 95% |
# FY2019 Budget to Actual Report

**FY2019 (July 1, 2018 to June 30, 2019)**

## NCRTD Gross Receipts Revenue - By Month

### Budget to Actual FY2019

<table>
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<tr>
<th>Month</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year-to-Date Budget Variance</th>
<th>Actual Revenue % of Monthly Budget</th>
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<td>Jul 18</td>
<td>$637,283</td>
<td>$764,560</td>
<td>$127,276</td>
<td>120%</td>
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<tr>
<td>Aug 18</td>
<td>$752,132</td>
<td>$638,122</td>
<td>($114,010)</td>
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<td>Sep 18</td>
<td>$612,854</td>
<td>$808,554</td>
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<td>Oct 18</td>
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<td>Nov 18</td>
<td>$778,984</td>
<td>$643,374</td>
<td>($135,610)</td>
<td>83%</td>
</tr>
<tr>
<td>Dec 18</td>
<td>$524,277</td>
<td>$760,890</td>
<td>$236,613</td>
<td>145%</td>
</tr>
<tr>
<td>Jan 19</td>
<td>$571,662</td>
<td>$692,406</td>
<td>$120,744</td>
<td>121%</td>
</tr>
<tr>
<td>Feb 19</td>
<td>$629,933</td>
<td>$603,383</td>
<td>($26,550)</td>
<td>96%</td>
</tr>
<tr>
<td>Mar 19</td>
<td>$588,374</td>
<td>$680,111</td>
<td>$91,737</td>
<td>116%</td>
</tr>
<tr>
<td>Apr 19</td>
<td>$520,255</td>
<td>$746,386</td>
<td>$226,131</td>
<td>143%</td>
</tr>
<tr>
<td>May 19</td>
<td>$555,675</td>
<td>$680,111</td>
<td>$134,195</td>
<td>124%</td>
</tr>
<tr>
<td>Jun 19</td>
<td>$554,385</td>
<td>$809,055</td>
<td>$254,670</td>
<td>146%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,330,000</strong></td>
<td><strong>$8,557,978</strong></td>
<td><strong>$1,227,978</strong></td>
<td><strong>117%</strong></td>
</tr>
</tbody>
</table>

### Prior Year vs. Current Year FY2019

<table>
<thead>
<tr>
<th>Month</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>$669,620</td>
<td>$764,560</td>
<td>$94,939</td>
<td>14%</td>
</tr>
<tr>
<td>Aug 18</td>
<td>$658,919</td>
<td>$638,122</td>
<td>($20,798)</td>
<td>-3%</td>
</tr>
<tr>
<td>Sep 18</td>
<td>$881,679</td>
<td>$808,554</td>
<td>($73,124)</td>
<td>-8%</td>
</tr>
<tr>
<td>Oct 18</td>
<td>$559,911</td>
<td>$721,267</td>
<td>$161,356</td>
<td>29%</td>
</tr>
<tr>
<td>Nov 18</td>
<td>$621,205</td>
<td>$643,374</td>
<td>$22,170</td>
<td>4%</td>
</tr>
<tr>
<td>Dec 18</td>
<td>$682,867</td>
<td>$760,890</td>
<td>$78,024</td>
<td>11%</td>
</tr>
<tr>
<td>Jan 19</td>
<td>$655,087</td>
<td>$692,406</td>
<td>$37,319</td>
<td>6%</td>
</tr>
<tr>
<td>Feb 19</td>
<td>$571,516</td>
<td>$603,383</td>
<td>$31,867</td>
<td>6%</td>
</tr>
<tr>
<td>Mar 19</td>
<td>$596,378</td>
<td>$680,111</td>
<td>$83,733</td>
<td>14%</td>
</tr>
<tr>
<td>Apr 19</td>
<td>$607,593</td>
<td>$746,386</td>
<td>$138,793</td>
<td>23%</td>
</tr>
<tr>
<td>May 19</td>
<td>$798,914</td>
<td>$689,870</td>
<td>($109,044)</td>
<td>-14%</td>
</tr>
<tr>
<td>Jun 19</td>
<td>$759,414</td>
<td>$809,055</td>
<td>$49,641</td>
<td>7%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,063,102</strong></td>
<td><strong>$8,557,978</strong></td>
<td><strong>$494,876</strong></td>
<td><strong>6%</strong></td>
</tr>
</tbody>
</table>
**FY2019 BUDGET TO ACTUAL REPORT**

FY2019 (July 1, 2018 to June 30, 2019)

NCRTD Gross Receipts Revenue- By County

**LOS ALAMOS COUNTY**

<table>
<thead>
<tr>
<th></th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year-to-Date Budget Variance</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul 18</td>
<td>$167,048</td>
<td>$205,402</td>
<td>$38,353</td>
<td>123%</td>
</tr>
<tr>
<td>Aug 18</td>
<td>$215,145</td>
<td>$50,942</td>
<td>(164,203)</td>
<td>24%</td>
</tr>
<tr>
<td>Sep 18</td>
<td>$98,769</td>
<td>$263,096</td>
<td>164,327</td>
<td>266%</td>
</tr>
<tr>
<td>Oct 18</td>
<td>$94,281</td>
<td>$188,925</td>
<td>94,644</td>
<td>200%</td>
</tr>
<tr>
<td>Nov 18</td>
<td>$259,833</td>
<td>$121,919</td>
<td>(137,914)</td>
<td>47%</td>
</tr>
<tr>
<td>Dec 18</td>
<td>$28,221</td>
<td>$160,730</td>
<td>132,509</td>
<td>570%</td>
</tr>
<tr>
<td>Jan 19</td>
<td>$77,782</td>
<td>$198,326</td>
<td>120,544</td>
<td>255%</td>
</tr>
<tr>
<td>Feb 19</td>
<td>$79,463</td>
<td>$133,221</td>
<td>53,759</td>
<td>168%</td>
</tr>
<tr>
<td>Mar 19</td>
<td>$147,105</td>
<td>$143,514</td>
<td>(3,592)</td>
<td>98%</td>
</tr>
<tr>
<td>Apr 19</td>
<td>$96,453</td>
<td>$242,510</td>
<td>146,057</td>
<td>251%</td>
</tr>
<tr>
<td>May 19</td>
<td>$41,479</td>
<td>$148,689</td>
<td>107,210</td>
<td>358%</td>
</tr>
<tr>
<td>Jun 19</td>
<td>$94,421</td>
<td>$205,830</td>
<td>111,409</td>
<td>218%</td>
</tr>
</tbody>
</table>

$1,400,000 | $2,063,103 | $663,103 | 147%
**FY2019 BUDGET TO ACTUAL REPORT**

FY2019 (July 1, 2018 to June 30, 2019)

NCRTD Gross Receipts Revenue - By County

**RIO ARRIBA COUNTY**

<table>
<thead>
<tr>
<th>Date</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year-to-Date Budget Variance</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul 18</td>
<td>$48,329</td>
<td>$40,743</td>
<td>$(7,586)</td>
<td>84%</td>
</tr>
<tr>
<td>Aug 18</td>
<td>44,684</td>
<td>42,920</td>
<td>(1,764)</td>
<td>96%</td>
</tr>
<tr>
<td>Sep 18</td>
<td>45,148</td>
<td>43,399</td>
<td>(1,749)</td>
<td>96%</td>
</tr>
<tr>
<td>Oct 18</td>
<td>49,409</td>
<td>40,263</td>
<td>(9,147)</td>
<td>81%</td>
</tr>
<tr>
<td>Nov 18</td>
<td>51,509</td>
<td>39,306</td>
<td>(12,203)</td>
<td>76%</td>
</tr>
<tr>
<td>Dec 18</td>
<td>43,606</td>
<td>46,741</td>
<td>3,135</td>
<td>107%</td>
</tr>
<tr>
<td>Jan 19</td>
<td>44,667</td>
<td>37,155</td>
<td>(7,512)</td>
<td>83%</td>
</tr>
<tr>
<td>Feb 19</td>
<td>49,385</td>
<td>35,508</td>
<td>(13,877)</td>
<td>72%</td>
</tr>
<tr>
<td>Mar 19</td>
<td>35,840</td>
<td>38,982</td>
<td>3,142</td>
<td>109%</td>
</tr>
<tr>
<td>Apr 19</td>
<td>36,090</td>
<td>39,311</td>
<td>3,221</td>
<td>109%</td>
</tr>
<tr>
<td>May 19</td>
<td>41,044</td>
<td>39,453</td>
<td>(1,591)</td>
<td>96%</td>
</tr>
<tr>
<td>Jun 19</td>
<td>40,287</td>
<td>42,952</td>
<td>2,665</td>
<td>107%</td>
</tr>
</tbody>
</table>

|         | $530,000    | $486,734    | $(43,266)                     | 92%                                |
## FY2019 Budget to Actual Report

**FY2019 (July 1, 2018 to June 30, 2019)**

**NCRTD Gross Receipts Revenue- By County**

### Santa Fe County

<table>
<thead>
<tr>
<th></th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year-to-Date Budget Variance</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul 18</td>
<td>$355,934</td>
<td>$439,788</td>
<td>$83,854</td>
<td>124%</td>
</tr>
<tr>
<td>Aug 18</td>
<td>410,037</td>
<td>461,103</td>
<td>51,066</td>
<td>112%</td>
</tr>
<tr>
<td>Sep 18</td>
<td>389,758</td>
<td>427,474</td>
<td>37,716</td>
<td>110%</td>
</tr>
<tr>
<td>Oct 18</td>
<td>381,055</td>
<td>415,311</td>
<td>34,256</td>
<td>109%</td>
</tr>
<tr>
<td>Nov 18</td>
<td>387,475</td>
<td>409,987</td>
<td>22,512</td>
<td>106%</td>
</tr>
<tr>
<td>Dec 18</td>
<td>378,120</td>
<td>455,801</td>
<td>77,681</td>
<td>121%</td>
</tr>
<tr>
<td>Jan 19</td>
<td>373,929</td>
<td>378,050</td>
<td>4,121</td>
<td>101%</td>
</tr>
<tr>
<td>Feb 19</td>
<td>413,037</td>
<td>363,575</td>
<td>(49,462)</td>
<td>88%</td>
</tr>
<tr>
<td>Mar 19</td>
<td>334,164</td>
<td>413,831</td>
<td>79,667</td>
<td>124%</td>
</tr>
<tr>
<td>Apr 19</td>
<td>323,034</td>
<td>402,335</td>
<td>79,301</td>
<td>125%</td>
</tr>
<tr>
<td>May 19</td>
<td>393,490</td>
<td>432,960</td>
<td>39,470</td>
<td>110%</td>
</tr>
<tr>
<td>Jun 19</td>
<td>359,966</td>
<td>478,150</td>
<td>118,184</td>
<td>133%</td>
</tr>
</tbody>
</table>

**Summary:**

- **Total Budget FY19:** $4,500,000
- **Total Actual FY19:** $5,078,365
- **Year-to-Date Budget Variance:** $578,365
- **Actual Revenue % of Monthly Budget:** 113%
FY2019 BUDGET TO ACTUAL REPORT
FY2019 (July 1, 2018 to June 30, 2019)
NCRTD Gross Receipts Revenue- By County

TAOS COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year-to-Date Budget Variance</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul 18</td>
<td>$65,972</td>
<td>$78,627</td>
<td>12,654.96</td>
<td>119%</td>
</tr>
<tr>
<td>Aug 18</td>
<td>82,265</td>
<td>83,156</td>
<td>891.16</td>
<td>101%</td>
</tr>
<tr>
<td>Sep 18</td>
<td>79,179</td>
<td>74,586</td>
<td>(4,593.35)</td>
<td>94%</td>
</tr>
<tr>
<td>Oct 18</td>
<td>79,441</td>
<td>76,769</td>
<td>(2,672.10)</td>
<td>97%</td>
</tr>
<tr>
<td>Nov 18</td>
<td>80,167</td>
<td>72,162</td>
<td>(8,004.82)</td>
<td>90%</td>
</tr>
<tr>
<td>Dec 18</td>
<td>74,330</td>
<td>97,618</td>
<td>(23,287.83)</td>
<td>131%</td>
</tr>
<tr>
<td>Jan 19</td>
<td>75,284</td>
<td>78,874</td>
<td>3,589.82</td>
<td>105%</td>
</tr>
<tr>
<td>Feb 19</td>
<td>88,048</td>
<td>71,078</td>
<td>(16,969.30)</td>
<td>81%</td>
</tr>
<tr>
<td>Mar 19</td>
<td>71,265</td>
<td>83,785</td>
<td>12,520.04</td>
<td>118%</td>
</tr>
<tr>
<td>Apr 19</td>
<td>64,678</td>
<td>62,230</td>
<td>(2,447.31)</td>
<td>96%</td>
</tr>
<tr>
<td>May 19</td>
<td>79,662</td>
<td>68,768</td>
<td>(10,893.56)</td>
<td>86%</td>
</tr>
<tr>
<td>Jun 19</td>
<td>59,710</td>
<td>82,123</td>
<td>22,412.50</td>
<td>138%</td>
</tr>
<tr>
<td></td>
<td>$900,000</td>
<td>$929,776</td>
<td>$29,776</td>
<td>103%</td>
</tr>
</tbody>
</table>
# FY2019 Budget to Actual Report

## FY2019 (July 1, 2018 to June 30, 2019)

NCRTD Grant Revenue- By Month

### Budget to Actual FY2019

<table>
<thead>
<tr>
<th>Month</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Variance</th>
<th>Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul 18</td>
<td>$176,699</td>
<td>$99,705</td>
<td>$(76,995)</td>
<td>56%</td>
</tr>
<tr>
<td>Aug 18</td>
<td>$189,342</td>
<td>$240,773</td>
<td>$51,431</td>
<td>127%</td>
</tr>
<tr>
<td>Sep 18</td>
<td>$259,620</td>
<td>$186,757</td>
<td>$(72,863)</td>
<td>72%</td>
</tr>
<tr>
<td>Oct 18</td>
<td>$185,519</td>
<td>-</td>
<td>$(185,519)</td>
<td>0%</td>
</tr>
<tr>
<td>Nov 18</td>
<td>$178,137</td>
<td>$21,296</td>
<td>$(156,841)</td>
<td>12%</td>
</tr>
<tr>
<td>Dec 18</td>
<td>$214,739</td>
<td>$257,170</td>
<td>$42,430</td>
<td>120%</td>
</tr>
<tr>
<td>Jan 19</td>
<td>$244,682</td>
<td>$156,289</td>
<td>$(88,394)</td>
<td>64%</td>
</tr>
<tr>
<td>Feb 19</td>
<td>$206,628</td>
<td>$559,744</td>
<td>$353,116</td>
<td>271%</td>
</tr>
<tr>
<td>Mar 19</td>
<td>$292,299</td>
<td>-</td>
<td>$(292,299)</td>
<td>0%</td>
</tr>
<tr>
<td>Apr 19</td>
<td>$213,804</td>
<td>$233,347</td>
<td>$19,544</td>
<td>109%</td>
</tr>
<tr>
<td>May 19</td>
<td>$443,703</td>
<td>-</td>
<td>$(443,703)</td>
<td>0%</td>
</tr>
<tr>
<td>Jun 19</td>
<td>$997,635</td>
<td>$667,245</td>
<td>$(330,390)</td>
<td>67%</td>
</tr>
</tbody>
</table>

**Total:** $3,602,807  $2,663,936  $(938,871)  74%

### Prior Year vs. Current Year FY2019

<table>
<thead>
<tr>
<th>Month</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>-34%</td>
</tr>
<tr>
<td>Aug 18</td>
<td>$161,892</td>
<td>$240,773</td>
<td>$78,881</td>
<td>49%</td>
</tr>
<tr>
<td>Sep 18</td>
<td>$2,080</td>
<td>$186,757</td>
<td>$184,677</td>
<td>8877%</td>
</tr>
<tr>
<td>Oct 18</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Nov 18</td>
<td>$219,900</td>
<td>$21,296</td>
<td>$(198,604)</td>
<td>-90%</td>
</tr>
<tr>
<td>Dec 18</td>
<td>$158,623</td>
<td>$257,170</td>
<td>$98,547</td>
<td>62%</td>
</tr>
<tr>
<td>Jan 19</td>
<td>$154,996</td>
<td>$156,289</td>
<td>$1,292</td>
<td>1%</td>
</tr>
<tr>
<td>Feb 19</td>
<td>-</td>
<td>$559,744</td>
<td>$559,744</td>
<td>0%</td>
</tr>
<tr>
<td>Mar 19</td>
<td>$410,629</td>
<td>-</td>
<td>$(410,629)</td>
<td>-100%</td>
</tr>
<tr>
<td>Apr 19</td>
<td>-</td>
<td>$233,347</td>
<td>$233,347</td>
<td>0%</td>
</tr>
<tr>
<td>May 19</td>
<td>$385,880</td>
<td>$241,610</td>
<td>$(144,270)</td>
<td>-37%</td>
</tr>
<tr>
<td>Jun 19</td>
<td>$1,504,620</td>
<td>$667,245</td>
<td>$(837,375)</td>
<td>-56%</td>
</tr>
</tbody>
</table>

**Total:** $3,149,703  $2,663,936  $(485,767)  -15%
### FY2019 BUDGET TO ACTUAL REPORT

**FY2019 (July 1, 2018 to June 30, 2019)**

NCRTD Budget Expenses - By Type

### Comparative Expenses by Type FY16 - FY19

<table>
<thead>
<tr>
<th>Category</th>
<th>Actual FY16</th>
<th>Actual FY17</th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year to Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>2,563,915</td>
<td>2,411,609</td>
<td>2,654,300</td>
<td>2,900,940</td>
<td>2,714,042</td>
<td>94%</td>
</tr>
<tr>
<td>Overtime</td>
<td>-</td>
<td>255,839</td>
<td>207,509</td>
<td>147,500</td>
<td>230,370</td>
<td>156%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>1,055,797</td>
<td>1,095,211</td>
<td>1,647,715</td>
<td>1,353,299</td>
<td>1,220,835</td>
<td>90%</td>
</tr>
<tr>
<td>Railrunner, SF Trails and Atomic City Transit</td>
<td>4,092,619</td>
<td>4,708,159</td>
<td>4,913,701</td>
<td>4,743,220</td>
<td>5,000,828</td>
<td>105%</td>
</tr>
<tr>
<td>Office</td>
<td>62,039</td>
<td>41,682</td>
<td>56,768</td>
<td>90,782</td>
<td>73,013</td>
<td>188%</td>
</tr>
<tr>
<td>Utilities</td>
<td>40,873</td>
<td>77,797</td>
<td>84,008</td>
<td>90,782</td>
<td>73,013</td>
<td>80%</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>260,113</td>
<td>295,851</td>
<td>298,166</td>
<td>593,978</td>
<td>417,364</td>
<td>70%</td>
</tr>
<tr>
<td>Advertising</td>
<td>87,181</td>
<td>81,184</td>
<td>86,928</td>
<td>112,295</td>
<td>109,651</td>
<td>98%</td>
</tr>
<tr>
<td>Equipment &amp; Building</td>
<td>94,244</td>
<td>56,844</td>
<td>59,220</td>
<td>33,500</td>
<td>23,594</td>
<td>70%</td>
</tr>
<tr>
<td>Insurance</td>
<td>119,953</td>
<td>109,556</td>
<td>106,916</td>
<td>111,811</td>
<td>110,071</td>
<td>98%</td>
</tr>
<tr>
<td>Employee Related</td>
<td>2,918</td>
<td>9,330</td>
<td>44,972</td>
<td>71,601</td>
<td>34,286</td>
<td>48%</td>
</tr>
<tr>
<td>Travel, Meetings, Lodging and Per Diem</td>
<td>56,529</td>
<td>71,452</td>
<td>69,214</td>
<td>71,869</td>
<td>45,630</td>
<td>63%</td>
</tr>
<tr>
<td>Fuel</td>
<td>334,796</td>
<td>361,380</td>
<td>432,036</td>
<td>400,000</td>
<td>442,504</td>
<td>111%</td>
</tr>
<tr>
<td>Vehicle Maintenance/Repairs</td>
<td>322,269</td>
<td>359,859</td>
<td>334,218</td>
<td>338,500</td>
<td>349,444</td>
<td>103%</td>
</tr>
<tr>
<td>Bus Shelter &amp; Ammenities</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>6,000</td>
<td>5,976</td>
<td>100%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>-</td>
<td>-</td>
<td>300</td>
<td>1,870</td>
<td>8,667</td>
<td>463%</td>
</tr>
<tr>
<td>Capital</td>
<td>1,458,967</td>
<td>2,156,994</td>
<td>1,304,756</td>
<td>1,934,291</td>
<td>505,927</td>
<td>26%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$10,562,213</strong></td>
<td><strong>$12,092,748</strong></td>
<td><strong>$12,300,727</strong></td>
<td><strong>$12,967,234</strong></td>
<td><strong>$11,397,081</strong></td>
<td><strong>88%</strong></td>
</tr>
</tbody>
</table>

***Graph only shows Operating Expenses***
## FY2019 Budget to Actual Report

**FY2019 (July 1, 2018 to June 30, 2019)**

NCRTD Overall Budget Expenditures - By Month

### Budget to Actual FY16 - FY19

<table>
<thead>
<tr>
<th>Month</th>
<th>FY16 Actual</th>
<th>FY17 Actual</th>
<th>FY18 Actual</th>
<th>Budget FY19</th>
<th>FY19 Actual</th>
<th>Inc (Dec) 2018 vs Budget FY19</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>Year to Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul 18</td>
<td>$277,328</td>
<td>$446,362</td>
<td>$744,979</td>
<td>$549,394</td>
<td>$872,628</td>
<td>$127,649</td>
<td>$323,234</td>
<td>159%</td>
</tr>
<tr>
<td>Aug 18</td>
<td>607,663</td>
<td>482,640</td>
<td>653,147</td>
<td>655,131</td>
<td>1,245,287</td>
<td>591,870</td>
<td>590,155</td>
<td>190%</td>
</tr>
<tr>
<td>Sep 18</td>
<td>260,757</td>
<td>830,729</td>
<td>1,389,972</td>
<td>919,122</td>
<td>862,943</td>
<td>(527,029)</td>
<td>(56,179)</td>
<td>94%</td>
</tr>
<tr>
<td>Oct 18</td>
<td>963,087</td>
<td>691,663</td>
<td>719,238</td>
<td>879,389</td>
<td>777,874</td>
<td>58,636</td>
<td>(101,514)</td>
<td>88%</td>
</tr>
<tr>
<td>Nov 18</td>
<td>709,030</td>
<td>1,142,422</td>
<td>1,389,305</td>
<td>1,190,333</td>
<td>886,742</td>
<td>(502,564)</td>
<td>(303,591)</td>
<td>74%</td>
</tr>
<tr>
<td>Dec 18</td>
<td>913,619</td>
<td>797,642</td>
<td>708,178</td>
<td>896,587</td>
<td>1,303,647</td>
<td>595,469</td>
<td>405,061</td>
<td>145%</td>
</tr>
<tr>
<td>Jan 19</td>
<td>1,026,524</td>
<td>1,192,050</td>
<td>1,208,247</td>
<td>1,263,480</td>
<td>1,555,342</td>
<td>347,095</td>
<td>291,862</td>
<td>123%</td>
</tr>
<tr>
<td>Feb 19</td>
<td>662,955</td>
<td>647,955</td>
<td>1,121,394</td>
<td>907,478</td>
<td>773,110</td>
<td>(348,284)</td>
<td>(134,368)</td>
<td>85%</td>
</tr>
<tr>
<td>Mar 19</td>
<td>727,303</td>
<td>1,158,397</td>
<td>960,463</td>
<td>1,059,815</td>
<td>955,666</td>
<td>(4,797)</td>
<td>(104,148)</td>
<td>90%</td>
</tr>
<tr>
<td>Apr 19</td>
<td>1,023,724</td>
<td>1,486,499</td>
<td>2,313,702</td>
<td>1,787,522</td>
<td>1,041,392</td>
<td>(1,272,310)</td>
<td>(746,130)</td>
<td>58%</td>
</tr>
<tr>
<td>May 19</td>
<td>2,039,566</td>
<td>1,188,077</td>
<td>381,789</td>
<td>1,335,284</td>
<td>558,354</td>
<td>176,565</td>
<td>(776,929)</td>
<td>42%</td>
</tr>
<tr>
<td>Jun 19</td>
<td>1,351,557</td>
<td>2,028,306</td>
<td>710,042</td>
<td>1,521,700</td>
<td>564,096</td>
<td>(145,946)</td>
<td>(957,604)</td>
<td>37%</td>
</tr>
</tbody>
</table>

**Total** $10,562,213 | $12,092,748 | $12,300,727 | $12,967,234 | $11,397,081 | ($903,646) | ($1,570,153) | 88%
### Administration Expenses FY16 - FY19

<table>
<thead>
<tr>
<th></th>
<th>Actual FY16</th>
<th>Actual FY17</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>Year to Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul 18</td>
<td>$76,354</td>
<td>$98,869</td>
<td>$125,089</td>
<td>$130,468</td>
<td>$140,372</td>
<td>$15,283</td>
<td>9,903.54</td>
<td>108%</td>
</tr>
<tr>
<td>Aug 18</td>
<td>154,434</td>
<td>85,687</td>
<td>114,138</td>
<td>153,905</td>
<td>204,678</td>
<td>90,540</td>
<td>50,773</td>
<td>133%</td>
</tr>
<tr>
<td>Sep 18</td>
<td>75,888</td>
<td>124,202</td>
<td>98,172</td>
<td>129,578</td>
<td>134,177</td>
<td>36,005</td>
<td>4,599</td>
<td>104%</td>
</tr>
<tr>
<td>Oct 18</td>
<td>114,095</td>
<td>104,670</td>
<td>109,287</td>
<td>142,520</td>
<td>132,512</td>
<td>23,225</td>
<td>(10,008)</td>
<td>93%</td>
</tr>
<tr>
<td>Nov 18</td>
<td>72,212</td>
<td>88,556</td>
<td>145,257</td>
<td>132,950</td>
<td>152,343</td>
<td>7,086</td>
<td>19,393</td>
<td>115%</td>
</tr>
<tr>
<td>Dec 18</td>
<td>88,349</td>
<td>116,300</td>
<td>113,248</td>
<td>158,108</td>
<td>128,016</td>
<td>14,768</td>
<td>(10,092)</td>
<td>93%</td>
</tr>
<tr>
<td>Jan 19</td>
<td>113,515</td>
<td>98,338</td>
<td>170,092</td>
<td>165,933</td>
<td>164,364</td>
<td>(5,728)</td>
<td>(1,569)</td>
<td>99%</td>
</tr>
<tr>
<td>Feb 19</td>
<td>96,686</td>
<td>102,286</td>
<td>136,723</td>
<td>145,840</td>
<td>114,308</td>
<td>(22,416)</td>
<td>(31,532)</td>
<td>78%</td>
</tr>
<tr>
<td>Mar 19</td>
<td>100,000</td>
<td>124,378</td>
<td>85,694</td>
<td>134,709</td>
<td>144,481</td>
<td>58,787</td>
<td>9,773</td>
<td>107%</td>
</tr>
<tr>
<td>Apr 19</td>
<td>97,006</td>
<td>110,209</td>
<td>233,662</td>
<td>191,536</td>
<td>159,849</td>
<td>(73,813)</td>
<td>(31,687)</td>
<td>83%</td>
</tr>
<tr>
<td>May 19</td>
<td>101,400</td>
<td>118,909</td>
<td>95,860</td>
<td>137,357</td>
<td>28,404</td>
<td>(67,456)</td>
<td>(108,954)</td>
<td>21%</td>
</tr>
<tr>
<td>Jun 19</td>
<td>129,705</td>
<td>151,004</td>
<td>151,068</td>
<td>187,582</td>
<td>128,939</td>
<td>(22,129)</td>
<td>(58,643)</td>
<td>69%</td>
</tr>
<tr>
<td></td>
<td>$1,219,644</td>
<td>$1,323,408</td>
<td>$1,578,290</td>
<td>$1,790,486</td>
<td>$1,632,443</td>
<td>$54,153</td>
<td>$(158,043)</td>
<td>91%</td>
</tr>
</tbody>
</table>
### Operating Expenses FY16 - FY19

<table>
<thead>
<tr>
<th></th>
<th>Actual FY16</th>
<th>Actual FY17</th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Inc (Dec) 2018 vs 2019</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>Year to Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul 18</td>
<td>$197,494</td>
<td>$344,546</td>
<td>$616,335</td>
<td>$415,096</td>
<td>$732,256</td>
<td>176%</td>
<td></td>
</tr>
<tr>
<td>Aug 18</td>
<td>448,110</td>
<td>277,454</td>
<td>532,479</td>
<td>450,811</td>
<td>1,040,608</td>
<td>231%</td>
<td></td>
</tr>
<tr>
<td>Sep 18</td>
<td>173,284</td>
<td>554,568</td>
<td>1,170,097</td>
<td>680,118</td>
<td>610,476</td>
<td>90%</td>
<td></td>
</tr>
<tr>
<td>Oct 18</td>
<td>785,951</td>
<td>545,424</td>
<td>567,451</td>
<td>680,432</td>
<td>625,565</td>
<td>92%</td>
<td></td>
</tr>
<tr>
<td>Nov 18</td>
<td>579,144</td>
<td>1,031,722</td>
<td>1,096,779</td>
<td>970,267</td>
<td>710,036</td>
<td>73%</td>
<td></td>
</tr>
<tr>
<td>Dec 18</td>
<td>705,378</td>
<td>530,833</td>
<td>572,408</td>
<td>648,107</td>
<td>1,175,631</td>
<td>181%</td>
<td></td>
</tr>
<tr>
<td>Jan 19</td>
<td>785,516</td>
<td>1,066,848</td>
<td>937,956</td>
<td>999,893</td>
<td>1,316,517</td>
<td>132%</td>
<td></td>
</tr>
<tr>
<td>Feb 19</td>
<td>277,216</td>
<td>495,805</td>
<td>901,220</td>
<td>599,953</td>
<td>648,004</td>
<td>108%</td>
<td></td>
</tr>
<tr>
<td>Mar 19</td>
<td>476,098</td>
<td>540,495</td>
<td>874,130</td>
<td>677,528</td>
<td>800,783</td>
<td>118%</td>
<td></td>
</tr>
<tr>
<td>Apr 19</td>
<td>801,484</td>
<td>1,096,887</td>
<td>1,481,885</td>
<td>1,211,293</td>
<td>750,198</td>
<td>62%</td>
<td></td>
</tr>
<tr>
<td>May 19</td>
<td>1,872,541</td>
<td>475,164</td>
<td>241,147</td>
<td>927,698</td>
<td>421,584</td>
<td>45%</td>
<td></td>
</tr>
<tr>
<td>Jun 19</td>
<td>657,716</td>
<td>1,654,813</td>
<td>425,794</td>
<td>981,260</td>
<td>427,053</td>
<td>44%</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,759,932</strong></td>
<td><strong>$8,614,559</strong></td>
<td><strong>$9,417,680</strong></td>
<td><strong>$9,242,457</strong></td>
<td><strong>$9,258,711</strong></td>
<td><strong>$158,969</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>
FY2019 BUDGET TO ACTUAL REPORT
FY2019 (July 1, 2018 to June 30, 2019)
NCRTD Capital Expense- By Month

<table>
<thead>
<tr>
<th>Actual FY16</th>
<th>Actual FY17</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>Year to Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul 18</td>
<td>3,480</td>
<td>2,947</td>
<td>3,555</td>
<td>3,829</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Aug 18</td>
<td>5,119</td>
<td>119,499</td>
<td>6,800</td>
<td>50,415</td>
<td>-</td>
<td>(6,800)</td>
<td>(50,415)</td>
</tr>
<tr>
<td>Sep 18</td>
<td>11,585</td>
<td>151,959</td>
<td>121,703</td>
<td>109,427</td>
<td>118,290</td>
<td>(3,413)</td>
<td>8,863</td>
</tr>
<tr>
<td>Oct 18</td>
<td>63,041</td>
<td>41,575</td>
<td>42,500</td>
<td>56,437</td>
<td>19,797</td>
<td>(22,703)</td>
<td>36,640</td>
</tr>
<tr>
<td>Nov 18</td>
<td>57,674</td>
<td>22,144</td>
<td>147,269</td>
<td>87,116</td>
<td>24,363</td>
<td>(122,906)</td>
<td>(62,753)</td>
</tr>
<tr>
<td>Dec 18</td>
<td>119,892</td>
<td>150,509</td>
<td>22,522</td>
<td>112,372</td>
<td>-</td>
<td>(22,522)</td>
<td>(112,372)</td>
</tr>
<tr>
<td>Jan 19</td>
<td>127,493</td>
<td>26,864</td>
<td>100,200</td>
<td>97,654</td>
<td>74,461</td>
<td>(25,739)</td>
<td>(23,193)</td>
</tr>
<tr>
<td>Feb 19</td>
<td>288,153</td>
<td>49,864</td>
<td>83,451</td>
<td>161,684</td>
<td>10,798</td>
<td>(72,653)</td>
<td>(150,887)</td>
</tr>
<tr>
<td>Mar 19</td>
<td>151,205</td>
<td>493,524</td>
<td>639</td>
<td>247,578</td>
<td>10,402</td>
<td>9,763</td>
<td>(237,175)</td>
</tr>
<tr>
<td>Apr 19</td>
<td>125,234</td>
<td>279,403</td>
<td>598,155</td>
<td>384,693</td>
<td>131,345</td>
<td>(466,810)</td>
<td>(253,348)</td>
</tr>
<tr>
<td>May 19</td>
<td>65,625</td>
<td>594,004</td>
<td>44,782</td>
<td>270,228</td>
<td>108,367</td>
<td>63,584</td>
<td>(161,861)</td>
</tr>
<tr>
<td>Jun 19</td>
<td>564,136</td>
<td>222,489</td>
<td>133,180</td>
<td>352,858</td>
<td>8,104</td>
<td>(125,076)</td>
<td>(344,754)</td>
</tr>
</tbody>
</table>

$1,582,637  $2,154,781  $1,304,756  $1,934,291  $505,927.00  $798,829  $(1,428,364)  26%
Title: Discussion and Consideration of Amendments to the District's Personnel Rules

Prepared By: Peter Dwyer, Attorney and Joe Palmeri, Human Resources Director

Background:
The District staff has reviewed the existing personnel rules for potential changes. The Executive Director determined that the implementation of Rule 10 "Continuing Education and Tuition" should require a 2-year continuation of employment consistent with the comparable 2-year employment period for employees obtaining a Commercial Drivers License using District funds. Since the Personnel Rules were being revised the staff took the opportunity to make corrections and updates to other provisions as well.

Summary:
Changes to formatting, fonts, numbering and other non-substantive corrections have been made throughout to make the document more clear, consistent and readable.

A summary of the substantive changes are as follows:

Pages 1-4 (the index) will be corrected and updated.

Section 1.21 on permitted political activity has been deleted because the particulars of what is permitted and prohibited are very case specific depending upon the applicable state and federal laws and the nature of the political offices.

Sections 2.7 and 2.8 on Applicant Preferences were deleted because the District has not followed these provisions in the past and sees no need for application of a system of preferences.

Section 2.13 was changed to allow more flexibility when engaging in “emergency hiring.”

Section 3.16 was corrected to clarify that some additional categories of work are not used for the calculation of eligibility for overtime and compensatory time.
Section 4.19 was changed to give the Executive Director greater discretion to allow leave without pay. The District has found that some employees with exigent medical circumstances may require extended absences and should be able to return to work without the need for re-hiring.

Rule 10 was revised to require 2 years of service with the District or partial repayment of continuing education tuition paid by the District.

**Recommended Action:** The Finance Subcommittee at its October 25, 2019 meeting reviewed the proposed amendments and recommends that the Board consider adopting the changes proposed. Approve the amendments to the Rules and recommend their adoption by the Board of Directors.

**Options/Alternatives:** Give the staff direction on any substantive changes the Finance Subcommittee wishes to see.

**Fiscal Impact:** None.

**Attachments:**
- Redlined version showing proposed revisions to Personnel Rules.
North Central Regional Transit District (NCRTD)

Resolution No. 2019-41

ADOPTING AMENDED PERSONNEL RULES

WHEREAS, the Board of Directors adopted its existing North Central Regional Transit District Personnel Rules and Regulations on July 12, 2013 by Resolution No. 2013-15; and

WHEREAS, the Board of Directors revised and renamed the North Central Regional Transit District Personnel Rules on November 4, 2016 by Resolution No. 2016-39 and on June 1, 2018 by Resolution No. 2018-11; and

WHEREAS, the Board wishes to periodically review and update its Personnel Rules in order to ensure that the District is operated pursuant to a modern personnel system that is efficient, fair, impartial and complies with all laws; and

WHEREAS, the Board recognizes that changes to federal laws require periodic updates to keep District personnel practices up to date; and

WHEREAS, the District Finance Subcommittee has reviewed and discussed the proposed revisions and recommended approval of the revised Rules.

NOW THEREFORE BE IT RESOLVED BY THE NCRTD BOARD THAT THE ATTACHED PERSONNEL RULES ARE HEREBY ADOPTED.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
PERSONNEL RULES

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RULE 1 – GENERAL PROVISIONS AND PURPOSE

1.1 Authority.

The North Central Regional Transit District (hereinafter the “NCRTD” or the “District”) has the responsibility and authority to enact these Personnel Rules and Procedures pursuant to NMSA 1978, Section 73-25-5.

1.2 Prior Rules.

The District Personnel Rules and Regulations (hereinafter the “Rules”) in effect prior to the date of adoption of these amended Personnel Rules and Regulations, and all amendments thereto are hereby superseded. These policies also supersede all previous written and unwritten guidelines and past personnel practices of the District and also supersede any current department or division policy or procedure inconsistent with those set forth herein. Separate department or division policies that are more restrictive due to the operational needs of the department or division shall remain in effect, subject to the approval of the Executive Director.

1.3 Compliance.

All persons operating under the provisions of these Rules shall conform to, comply with, and aid in all proper ways in carrying out the provisions of these Rules.

1.4 Purpose.

These Rules are prescribed for the purpose of providing a modern personnel system, thereby promoting efficiency in the conduct of public business and assuring fair and impartial treatment to all applicants for employment and to all employed by the District.

1.5 Management Authority.

A. The District is created pursuant to state statute by way of an intergovernmental contract between its member entities who appoint representatives to the Board of Directors (hereinafter the “Board”) for the District. The Board determines and enacts District personnel policy. The Board does not make personnel decisions other than the selection of the Executive Director.

B. The Executive Director serves as the chief executive officer of the North Central Regional Transit District (“District”) and is responsible for the administration of the entire District including any divisions or departments which may be created. The Executive Director executes the policies and directives enacted by the Board and supervises the expenditure of appropriated funds. Authority is delegated to the Executive Director for the administration of the District’s Rules. The Executive Director may issue interpretive memoranda as may be necessary to interpret and enforce the provisions of the Rules. No contracts of or offers of employment may be made without the consent and signature of the Executive Director.

C. The District retains all customary, usual and exclusive rights, functions, prerogatives and authority connected with or incident to its responsibility to manage the affairs of the District. The exclusive prerogatives, functions and rights of the District include but shall not be limited to the following:
1. Determine the mission, budget, organization and number of employees allocated by position to meet the minimum staffing levels of its operations and departments;

2. Determine qualifications for employment; validate content of examinations; make requests for position audits and reclassifications; and ensure that best practices exist for the recruitment, interviewing and selection of applicants;

3. Direct employees and evaluate their performance based on standards of work established by the Employer;

4. Make assignments, transfer, or retain employees in positions, and make determination of job duties;

5. Provide reasonable rules and regulations governing the conduct of employees;

6. Provide reasonable standards and rules for employees' safety;

7. Determine the location and operation of its facilities;

8. Determine standards for work, hiring, promotion, transfer, assignment and retention of employees in positions;

9. Initiate corrective and/or disciplinary action including, but not limited to, coaching and guidance, written reprimands, suspensions, demotions, alternate forms of discipline, transfers and terminations;

10. Determine scheduling and all other actions necessary to carry out the Employer's functions;

11. Relieve an employee from his/her duties because of lack of funds, reduction in force, inability to return to work, or other legitimate reason; (note not in CBA)

12. Maintain efficiency of government operations; determine methods, means, equipment and personnel by which the Employer's operations are to be conducted;

13. In cases of an emergency or declared disaster, take such actions as may be necessary to carry out the missions of the Employer even if it requires some variation from the strict application of these Rules or any collective bargaining agreement; and

14. Act in furtherance of all other duties and responsibilities set forth in the Constitution, federal laws, state statutes, administrative regulations, and executive orders of the President and Governor, as well as North Central Regional Transit District Resolutions, and these Rules.

This list is not an all-inclusive list of all of the District’s rights, functions, prerogatives or authority, but only serves a general guide. The District expressly reserves, and the District retains all customary, usual and exclusive rights as set out in in this paragraph of these Rules, unless expressly set forth to the contrary in any agreement.
1.6 Coverage.

These Rules cover all District employees except the Executive Director to the extent that his contract of employment varies from these Rules. Notwithstanding the general application of these Rules to all employees the District can and shall, within the prescribed limits of the law, provide different standards for performance, review, and disciplinary action based upon the duly adopted Classification and Compensation policies of the District. These Rules do not apply to independent contractors who are not covered by the District Classification and Compensation policies.

Furthermore, it is recognized that the District has certain employees that are covered by a Collective Bargaining Agreement. The specifics of the Rules herein have not been the subject of collective bargaining. The Collective Bargaining Agreement recognizes the District’s right to establish and maintain such Rules. The Rules contained herein shall apply to bargaining unit employees so long as and to the extent that they do not conflict with the terms of any Collective Bargaining Agreement.

1.7 Merit Principles.

The District adopts the following merit principles as standards for implementation of these Rules:

A. Recruiting, selecting, and advancing employees will be on the basis of their ability, knowledge, and skill, including open consideration of qualified candidates for initial employment.

B. Equitable and adequate compensation will be provided.

C. Employees will be trained as needed to assure high-quality performance.

D. Employees will be retained on the basis of the adequacy of their performance and provisions will be made for correcting inadequate performance and separating employees from employment if inadequate performance cannot be corrected.

E. Candidates and employees will be treated fairly in all aspects of personnel administration without regard to race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, veteran status, or other non-merit factors, and with proper regard for their primary and constitutional rights as citizens will be assured.

F. Merit principles may be administered by way of performance and development plans.

1.8 Nepotism Prohibited.

A. Persons shall not be employed by the District in a position where they would supervise or be directly supervised by any person related to them by blood or marriage to the third degree, or where they would supervise or be directly supervised by a domestic partner. It is incumbent upon all employees and candidates to inform the District of any relation or relationship which could limit or effect the employee or candidate’s hiring, promotion, transfer or management of other District employees under this nepotism policy. Failure to report a relation or relationship that results in a violation of this nepotism policy is grounds for disciplinary action up to, and including termination.

B. The following persons are relatives within the third degree:

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1 The Executive Director is covered by an employment agreement and is an At-Will employee.
Employee’s spouse or domestic partner,
child
brother
sister
grandparent
grandchild
great-grandparent
great-grandchild
aunt (sister of parent)
uncle (brother of parent)
nephew (son of brother or sister)
niece (daughter of brother or sister)

if the employee is married, or has a domestic partner, relatives of such spouse or domestic partner, as listed above, are included in this prohibition.

C. The Executive Director, and all Supervisors may neither immediately supervise nor directly hire relatives as defined above.

D. The District shall refrain from hiring, transferring, and promoting employees where such action would violate the terms of this nepotism policy. If the District was not aware of a situation that would constitute a violation of the terms of this nepotism policy and becomes aware of the situation after the fact, the District shall take any steps necessary, up to and including transfers, demotions and termination of employees, in order to ensure that this prohibition on nepotism is upheld.

1.9 Equal Employment Opportunity and Sexual Harassment-Discrimination and Harassment Prohibited.

A. Discrimination. The District is an “equal opportunity employer.” The District expressly prohibits Harassment and invidious discrimination. No District employee shall:

1. Unless based on a bona fide occupational qualification, refuse to hire, discharge, promote or demote or to discriminate in matters of compensation against any person otherwise qualified, because of the person’s inclusion in a Protected Class.;

2. Deny equal treatment or otherwise favor any employee based on the person’s inclusion in a Protected Class.;

3. Discriminate, intimidate, or Retaliate against any person because he/she has filed a complaint, testified or participated in any proceedings under this section;

4. Aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this section; or attempt to do so;

5. Attempt to favor or deny treatment to any employee or prospective employee or attempt to cause any person to violate the terms of these Rules on the basis of the person’s inclusion in a Protected Class.
B. Sexual Harassment. Sexual Harassment is prohibited and unacceptable in the NCRTD workplace and at any work-related events. Sexual Harassment may occur between persons of the same gender, by a female against a male or by a male against a female. Some examples of conduct which may constitute sexual harassment are:

1. Sexual advances, requests for sexual favors, repeated unwelcome requests for dates;
2. Sexually oriented comments, jokes, teasing, language or gestures;
3. Display of sexually related material such as calendars, posters, and inappropriate electronic wallpaper;
4. Staring or leering, in a suggestive manner;
5. Viewing of inappropriate text messaging or e-mails which contain sexually suggestive or demeaning comments, jokes, graphics or pictures ("sexting");
6. Inappropriate hugging, touching, kissing, pinching, patting, grabbing, or brushing against a person;
7. Promising a promotion or job benefit if the employee will consent to sexual relations;
8. Taking adverse action against an employee who does not consent to sexual relations.

C. Harassment. Harassment on the basis of any protected class is also prohibited and unacceptable in the NCRTD workplace. Harassing conduct may include derogatory comments, racial epithets, ethnic slurs, negative stereotyping and any type of conduct which shows hostility towards an employee because of his/her protected class. Harassment may include any act whether in person or through electronic means that places an Employee in reasonable apprehension of the acts of another Employee or the safe and professional environment of the District's workplace.

D. Retaliation.

NCRTD prohibits retaliation against an employee who reports or complains of invidious discrimination, Sexual Harassment or Harassment. Employees who are proven to have engaged in retaliation against a complainant or witness will be subject to disciplinary action up to and including of termination.

1.10 Dating Restrictions

Dating is defined as a consensual, mutually acceptable relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. The District recognizes that dating between co-workers and supervisors occurs frequently in many workplaces. Because relationships outside the workplace can result in adverse consequences in the workplace, such as a hostile work environment, invidious
discrimination, Sexual Harassment, Harassment and Retaliation, the District restricts
dating among and between Employees as follows.

1. Dating between Supervisors and any employee they supervise is prohibited.

2. Employees dating other District Employees are required to verbally report the
situation to a Supervisor.

3. Interpersonal relationships within the working environment shall always be
professional. Personal, familial or romantic involvement on the part of an employee with
an outside provider of goods or services, or with another employee of the District, may
create a potential conflict of interest. Those relationships that impair an employee’s
ability to exercise good judgment in the performance of his/her duties for the District and
may be cause for discipline up to and including termination of employment.

1.11 Violence.

The District is committed to ensuring a safe working environment. All Employees are responsible
for reporting all acts of violence, threats or other conduct which could lead to a hostile work
environment, Harassment, Sexual Harassment, invidious discrimination or retaliation.

A. Violence Outside the Workplace. Any employee who is found to have committed violence
outside of the workplace that has a negative impact upon the workplace may be subject to
corrective action and may be directed to stay away from District premises.

B. Convictions. Additionally, where an employee is convicted of a violent crime or threat of
violence, the District reserves the right to determine whether the conduct involved may have
a negative impact upon the workplace and may take appropriate disciplinary action.

C. Threats. Threats, threatening conduct, or any other acts of aggression or violence in the
workplace are deemed a violation of these Rules. Any employee determined to
have committed such acts will be subject to Disciplinary Action, up to and including
termination. The threat of violence may include, but is not limited to, any indication of intent
to harm a person or damage District property. Threats may be direct or indirect and they may
be written, verbal or nonverbal and can include the dissemination of electronic messages or
images.

D. Searches. The District reserves the right to conduct reasonable workplace inspections at any
time, with or without notice, for purposes of enforcing this policy, including searching:

1. Outer clothing, packages, handbags, briefcases, lunch bags, boxes, and/or other
containers being taken in or out of the District's buildings, or to or from the District's
premises;

2. Vehicles parked on District property (owned, leased or occupied), or District-owned
vehicles;
3. All workstations, computer files, book shelves, lockers, desks, credenzas, file cabinets, store rooms and other areas.

Any refusal to permit an inspection or interference with inspections may result in Disciplinary Action. The discovery of any violation of any other District policy as a result of such search may also result in Disciplinary Action. Any illegal activity discovered during an inspection is subject to referral to the appropriate law enforcement authorities.

E. Workplace Violence. The District does not tolerate any type of workplace violence. Employees are prohibited from making threats or engaging in violent activities. The following list of behaviors, while not exclusive, provides examples of conduct that is prohibited:

1. Threatening physical or aggressive contact directed toward another individual or engaging in behavior that causes reasonable fear of such contact.

2. Threatening an individual or the individual's family, friends, associates, or property with physical harm or behavior that causes a reasonable fear of such harm.

3. Intentional destruction or threat of destruction of the District's or another's property.

4. Harassing or threatening physical, verbal, written or electronic communications, including unnecessary and rude behavior intended to be offensive, verbal statements, phone calls, e-mails, letters, faxes, posts on social media, diagrams or drawings, gestures, and any other form of communication that would cause a reasonable person apprehension or to be intimidated.

5. Stalking.

6. Veiled threats of physical harm or intimidation or like statements, in any form, that would lead to a reasonable person to fear harm or to be intimidated.

7. Possessing weapons on one's person and on District property.

F. Domestic Violence. The District prohibits acts of Domestic Violence to the maximum extent permitted by law. The District and its Employees shall at all times fully comply with the Promoting Financial Independence for Victims of Domestic Abuse Act. (NMSA 1978, Section 50-4A-1 et seq.) Compliance shall include granting necessary leave, maintaining victim confidentiality, and refraining from any form of retaliation for the acts authorized under the act.

1.12 Reporting Procedures.

All employees are expected to comply with the Personnel Rules regarding Discrimination, Harassment, Sexual Harassment and violence (collectively Reportable Acts). If an Employee becomes aware that Reportable Acts are occurring in the workplace, it is the responsibility of the Employee to take immediate action. Employees must report the violation of the Rules to a Supervisor or to the Human Resources Director promptly and provide any supporting testimony, information or evidence needed to assist any investigation or action by the District.
A. **Reporting Violations by the Subject.** Anyone alleging that they have been the subject of a violation of these Rules should immediately report it to their Supervisor or the Human Resources Director. Employees have the option to report the violation to anyone in a supervisory role including the Executive Director or the NCRTD Human Resources Director.

B. **Confidentiality.** The NCRTD will make reasonable efforts to maintain the confidentiality of complaints to the extent that it is possible and permitted by law.

C. **Investigations.** All allegations regarding Reportable Acts will be promptly investigated. All employees will be required to cooperate in any investigation and may be required to give sworn or unsworn statements, to provide and preserve physical evidence or writings and to assist in the investigation. A failure to cooperate with an investigation may be grounds for Disciplinary Action. The District may consult with law enforcement authorities or other resources as it deems appropriate, and may require a fitness for duty examination or other professional assessment through providers chosen by the District to determine whether a person presents a threat to individuals in the workplace.

D. **Failure to Report.** Failure to report any threats or acts of violence in violation of this policy is itself a violation of this policy, and may subject any employees involved to corrective action. This includes reports by supervisory personnel who may be privy to threats that have been made by another employee.

E. **Retaliation.** Retaliation against anyone for reporting in good faith an actual or suspected violation of these Rule will not be tolerated and will subject the individual engaging in the retaliation to corrective action. Any complaints about retaliation may be reported in the same manner as violations of these Rules are to be reported.

F. **False Reports.** In the event that it is determined through an investigation that any Employee falsely accused another Employee of a violation of these Rules, the accuser will be investigated and may be subject to Disciplinary Action.

1.13 **American with Disabilities Act.**

A. The District will not discriminate against qualified individuals with disabilities in regard to the application procedures, hiring, advancement, discharge, compensation, training, or other terms and conditions of employment.

B. The District will provide reasonable accommodation to qualified individuals with a disability so that they can perform the essential functions of the job.

C. An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for a position as any other applicant.

1.14 **Immigration Reform and Control Act, 1986.**
The Immigration Control and Reform Act of 1986, requires that all newly hired, or re-hired, employees present documented proof of identity and eligibility to work in the U.S. The District and its new employees shall complete the Employment Eligibility Verification form, I-9 within three days of hire and the District shall verify employee eligibility for employment by obtaining copies of appropriate identification information or use of “E-Verify.”

| 1.15 Drug and Alcohol-Free Workplace and Related Policies. |

The District is committed to maintaining a drug and alcohol-free workplace. Any questions employees may have about this policy, its administration, or assistance in complying with the policy including any employee assistance programs, shall be directed to the Human Resources Director.

A. It is the District’s policy that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, in or on any District owned property is prohibited.

B. Drinking alcoholic beverages, selling alcoholic beverages, and possessing open containers of alcoholic beverages on District Property or while wearing a District uniform are prohibited. Drinking non-alcoholic beverages that might reasonably appear to be alcoholic beverages to the public is also prohibited.

C. All employees who hold a commercial driver’s license and are required to operate vehicles for the District as part of their employment are subject to the U.S. Department of Transportation substance abuse testing procedures as outlined in the District’s Drug and Alcohol policies including but not limited to the testing programs.

D. The District recognizes that employees are a valuable resource and wants to assist any employee who voluntarily comes forward and requests assistance with chemical dependency provided that the employee:

1. has not received notification to report for drug/alcohol testing in the six-week period prior to his request for assistance;

2. has not been identified as a violator nor is under investigation for a violation of the District’s Drug and Alcohol policy; and

3. has agreed to utilize the services available through the District’s Health Insurance carrier.

E. Specific policies may be developed further defining the terms used in this Rule as well as procedures for implementation of specific District policies on drugs and alcohol and Federal laws. All policies implementing or amending these Rules regarding the District Drug and Alcohol policy shall be adopted by the District’s Board and provided to all employees following adoption.

F. Employees found in violation of this Rule are subject to Disciplinary Action up to and including dismissal.
1.16 Drug and Alcohol Policies.

The District Drug and Alcohol policy is separately adopted and may be revised from time to time but shall be deemed a part of these Rules and Regulations and is hereby integrated by reference. The District shall comply with all mandatory state and federal drug and alcohol related laws, regulations and policies and will coordinate its efforts with those of the state and federal governments, their agents and contractors to ensure that District Employees comply with all legal requirements. The District expressly prohibits all operation of vehicles when impaired by drugs regardless of whether the drug is a properly prescribed prescription drug or over-the-counter medication. It is incumbent upon every employee to provide their doctors and pharmacists with sufficient information about the nature of their employment and job duties to make informed decisions about proper medication use while performing District functions.

1.17 Employee Responsibilities.

A. It is the duty and responsibility of every employee to be aware of and abide by these Rules along with any additional rules and regulations which may from time to time be promulgated and updated by the District. The District shall provide copies of any new or modified rules, regulations and policies regulating the conduct of employees and their work.

B. It is the responsibility of the employee to perform his/her duties to the best of his/her ability and according to the professional standards set forth in his/her job description and the District Professional Standards and Values.

C. Employees are required to work at the times, places and in the manner prescribed for their work functions by District Supervisors and to arrive and depart from work in timely fashion to ensure the efficient and timely operation of the District’s business. Supervisors are responsible for maintaining attendance and tardiness records on their employees.

D. Standards for Dress and Appearance: The District is a professional organization. All employees must present a professional appearance by wearing attire appropriate for their job classification in order to promote a positive image of the District and its employees and operations. The general public, other agencies and co-workers may form their initial impression of the District’s professional credibility solely on employee appearance. Therefore, it is the responsibility of each employee to ensure that the District’s image, appearance and professionalism is preserved through appropriate dress and appearance. This policy is intended to provide general standards on dress and appearance and is not meant to address all situations. There may be differences in some dress standards depending on the nature of the work environment, nature of the work performed, involvement with the public, required uniforms or other circumstances. In General employees shall abide by the following standards:

1. All clothing and accessories should be functional, in good repair, and safe.

2. Employees not required to wear uniforms should wear clothing that is neat and clean, and suitable for business.

3. Employees required to wear uniforms should wear uniforms that are clean, fresh, and mended if necessary. Uniforms bearing a District identification patch may not be worn, unless on duty. Employees shall refrain from drinking, vaping and smoking any products which might reasonably be mistaken for regulated or prohibited drugs and alcohol while in uniform or in District vehicles.
4. Personal hygiene is essential. Therefore, it is necessary that all employees maintain a clean, presentable appearance. Personal hygiene includes bathing/shower, and such other steps as are reasonably necessary to ensure that employees do not offend customers or coworkers due to lack of hygiene.

E. Upon separation from the District, all District issued equipment and property including but not limited to uniforms, identification patches, keys, records, identification cards, passwords, electronic files, and all other information or property of the District must be returned to the District.

F. Employees are required to notify the Human Resources Office of the following actions:
   1. A change of residence or telephone number within ten (10) business days.
   2. A change in domestic partnership, marital status (marriage, divorce, widowed)
   3. A change in number of dependents within fifteen (15) calendar days. New dependents not enrolled in the employee insurance benefits within fifteen (15) calendar days may be enrolled during the next open enrollment period or as otherwise permitted by law.
   4. Any outside employment.
   5. Prescription drug use that may affect or impair performance of job duties.
   6. Violations of law occurring at work or upon District property.
   7. All arrests or detentions of District Employees.
   8. All convictions for driving while impaired or intoxicated whether subject to appeal or not.
   9. Self-reporting of dating by and between the reporting Employee and another District Employee or Officer.
   10. All convictions of crimes including traffic violations, misdemeanors and felonies.
   11. Any drug or alcohol use prohibited by these Rules or the District's drug and alcohol policies.

1.18 Employee Performance and Development Plan.

A. The performance of each employee will be appraised by the immediate Supervisor at the completion of the probationary period and annually thereafter with an optional interim appraisal done at the sixth month.

B. This appraisal will be documented on a form approved by the Executive Director and will become a part of the employee’s personnel file.

C. Supervisors may prepare performance development plans whenever it is deemed appropriate, such as when a Supervisor wishes to make an employee’s performance a matter of record and upon change of Supervisors. Workplans may be utilized by Supervisors to implement corrective action in lieu of or in addition to any Disciplinary Action under these Rules.

D. The Executive Director will provide a training program in the proper method of appraisal for supervisory employees.

E. Employees are required to acknowledge in writing, receipt of performance and development plans. In instances where an employee declines to sign such acknowledgment, the Supervisor will verify in writing that the employee received the performance and development plan. Employees may submit rebuttal statements to performance and development plans which will be attached to the performance and development plan. Management may consider the rebuttal and may elect to change the performance and development plan based upon the rebuttal. But,
nothing in the rebuttal shall serve to abridge management’s right to prepare, submit, evaluate, update and potentially take disciplinary action or require training based on the performance and development plan nor shall management be compelled to change its performance and development plan by the submission of a rebuttal.

1.19 Training.

A. The primary responsibility for training employees shall be assumed by District management. District management will utilize performance and development plans as an indicator of an employee’s need for training. Supervisors should consult with employees during the preparation of their performance and development plans regarding their training needs. Training shall be provided as needed but the District may prioritize training for employees who have a demonstrated long-term commitment to employment with the District.

B. The Executive Director shall require Supervisors to determine the training needs of employees and establish and implement programs to meet such needs. Priority shall be given to training that is required by law, training that effects safety, and training that will provide long-term benefits to the District.

1.20 Temporary Modifications to the Rules.

The Executive Director may temporarily modify or waive any of these Rules if it would be reasonable, appropriate, lawful, and necessary for the orderly and efficient administration of the District. The Executive Director shall promptly notify the Board of any temporary modifications made pursuant to this section and shall not modify the rules at a time or in a manner that would be unfair or inequitable to District employees. Nothing herein shall be deemed to prohibit temporary pay increases when duly authorized by the Executive Director for employees who are required by the District to perform functions beyond those of their current classification such as interim or acting supervisory duties.

1.21 Permitted Political Activity.

All employees are permitted to engage in political activities but shall not do so while engaged in NCRTD business, nor upon the vehicles, premises, or any other facilities of the NCRTD, nor in a manner that creates the appearance of NCRTD involvement in political activity. Employees of the NCRTD:

A. are encouraged to register and vote and have a right to express their opinions on all political subjects and candidates on their own time or on authorized leave;

B. may serve as convention delegates on their own time or on authorized leave;

C. may attend political rallies on their own time or on authorized leave;

D. may engage in political activity on their own time or on authorized leave to include signing nomination petitions and making voluntary contributions to political organizations;

E. may serve as an election official on their own time or on authorized leave;
F. may be a member of a local educational board or any other non-partisan elected office, (which shall not be construed to be holding political office), provided the employee is on their own time or authorized leave as necessary;

G. may engage in any political activities permitted under the constitutions and laws of the United States and the State of New Mexico.

1.2221 Prohibited Political Activity.

All employees are prohibited from:

A. Using official District property, letterhead, authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, or for any other political purpose;

B. Using official District property, letterhead, authority or influence for coercing, attempting to coerce, commanding or advising an employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for a political purpose;

C. Threatening to deny promotion to any employee who does not vote for certain candidates, requiring employees to contribute a percentage of their pay to a political fund, influencing subordinate employees to buy tickets to political fund-raising events, advising employees to take part in political activity and matters of a similar nature;

D. Engaging in political activity while on duty, including but not limited to the following:

   i. Wearing campaign buttons or displaying campaign literature in public view for any federal, state or local election;

   ii. Displaying political advertisements on District-owned vehicles;

   iii. Using any District equipment, supplies, or property for political campaign purposes for any federal, state or local election;

   iv. Circulating partisan political nominating petitions;

   v. Soliciting political contributions or participating in partisan fund-raising activities;

   vi. Introducing or meeting with political candidates for the purpose of soliciting support for their campaign.

1.2322 Holding or Running for Public Office.

A. The Hatch Act (5 U.S.C. Sections 1501 to 1508) restricts the political activity of individuals principally employed by state or local agencies who work in connection with programs financed in whole or in part by federal loans and grants. District employees who are considering political activity should consult their own legal counsel to determine whether the Hatch Act applies to them. The following are District restrictions for employees covered by the Hatch Act.
1. Employees covered by the provisions of the Hatch Act may be candidates in nonpartisan elections, if, upon filing or accepting the nomination and during the entire campaign, the employee is authorized to use leave.

2. Employees covered by the provisions of the Hatch Act may not be candidates in partisan elections.

3. Employees not covered by the provisions of the Hatch Act may be candidates for any public office, if, upon filing or accepting the nomination and during the entire campaign, the employee is authorized to use leave.

For more details on the Hatch Act and its application to District employees see:


1.24-23 Time Limits under these Rules.

All days indicated as “Day” or “Days” shall be work days unless these rules expressly provide otherwise. In the event the last day of a time limit falls on a weekend or legal holiday, the time limits shall be extended to include the next working day. Receipt of written notice shall mean the day that the notice is received if hand-delivered or the day the notice is postmarked by registered mail to the address of record for the employee or the date an e-mail is sent unless there is reason to believe the e-mail recipient did not actually receive the e-mail. The time limits set forth in this procedure may be subject to extension under exceptional circumstances as determined by the Executive Director. In processing the complaint, the following procedure shall apply:

RULE 2 – EMPLOYMENT – SELECTION PROCESS

2.1 Classified Job Posting.

A. All job openings in Classified positions shall be posted on designated District bulletin boards and advertised internally for a minimum of ten (10) days to allow current interested employees the opportunity to apply and advance in their careers in the District. Internal posting and recruitment does not preclude the NCRTD from performing concurrent external recruitment efforts. Internal postings are not required when the District fills an opening by promotion or internal transfer of an existing District employee or accretion of employees through consolidation of operations by the District and another transit service provider.

B. During the ten (10) day internal recruitment period the position may be filled internally without further recruitment or analysis of potential eligible Candidates. Following the 10-day internal recruitment period the opening may only be filled by a Candidate who is qualified pursuant to these Rules and the District’s selection process.

2.2 Classified Job Openings filled by Promotion Internal Transfers and Accretion of New Employees.

A. Promotion.
1. Any Classified Employee who has demonstrated continuous satisfactory service may be eligible to be promoted.

2. Employees may be eligible to be promoted to any classification if they meet the minimum qualifications and pass any test deemed appropriate or required by the District.

3. Management may select any candidate, or employee, for promotion so long as the selection complies with these Rules.

4. Promotions approved by the Executive Director will be effective on a date selected and approved by the Executive Director.

5. Promotional increases in compensation are permitted to the extent they are consistent with the District’s Compensation and Classification Plan. The pay of an employee who is promoted shall be adjusted at a minimum to the bottom of the new pay range. The pay of an employee who is promoted shall generally be increased by a minimum of ten (10) percent unless a higher or lower rate is expressly authorized by the Executive Director.

B. Internal Transfers.

1. The Executive Director, may transfer an employee from one work site, position, or division within the District to another without the employee’s written consent, if the transfer is deemed in the best interest of the District, provided that the employee meets the minimum qualifications for the new classification and the District has complied with any requirements of any current Collective Bargaining Agreement regarding assigning or transferring the employee to meet District requirements.

2. An employee shall retain accrued annual sick and personal leave, if applicable, upon transfer.

C. Accretion of New Employees.

If the District merges its operations with other transit providers and accretes employees from another entity the District shall:

1. Abide by the terms of any written agreements regarding the accretion so long as the terms of the agreement are legally permissible and do not require the hiring of employees who fail to meet minimum requirements for a position or fail to make timely application and acceptance of any District job offer;

2. Assess the accreted employee’s job description, compensation and classification;

3. Provide the accreted employee with notice of how the accreted employee would fit into the Districts compensation and classification system, any changes to their job assignments and job description, and any changes to compensation or benefits that would occur should the accreted employee become a District employee;

4. Offer jobs, compensation and benefits to any accreted employee consistent with the District’s Compensation and Classification Plan; and
6. Fill any job openings created by the merger of operations or any revised organizational structural requirements resulting from the merger of operations by offering jobs to accreted employees prior to posting the job positions, making internal transfers of District employees, promoting District employees or seeking to fill job openings with new candidates that are neither existing District employees or accreted employees.

7. Nothing herein shall be deemed to require that the District retain or manage employees in a manner inconsistent with these Rules or the Districts various policies and procedures and these rules shall not create an employment right in any person who is not duly hired by the District.

8. The District shall not rehire any employee who has an existing personnel file that includes a designation of “not eligible for rehire” due to a prior separation from employment with the District.

2.3 Recruitment, Hiring and Promotion of Exempt Employees

The Executive Director shall have discretion to vary from the hiring process utilized for Classified Employees when hiring Exempt employees. Notwithstanding the discretion granted herein the District shall abide by the merit principles and all prohibitions and restrictions of these Rules regarding Suspect Classes and nepotism when hiring Exempt employees.

2.4 Temporary Promotion.

A. The District may temporarily promote an employee who meets the minimum qualifications for a position at the discretion of the Executive Director.

B. A temporary promotion shall be for a period of at least thirty (30) days or greater but not more than twelve (12) months.

C. Temporary promotions within the same classification level by employees who meet minimum requirements for a job will result in a temporary pay increase to the minimum pay of the new job, or a temporary pay increase of up to 10% if the employee's current pay exceeds the minimum of the new job. In no event shall the temporary promotion permit an increase in pay that would violate the District’s compensation and classification plan by paying an employee more than permitted for a given classification. However, the Executive Director may provide such other compensation and benefits as may be reasonably required to induce employees to assume the additional responsibilities of a temporary promotion so longs as the compensation or benefits are commensurate with the additional duties.

D. Temporary promotions from any lower level classification to any higher-level classification will result in a pay increase to the minimum pay of the new job, or up to a 10% increase if the employee's current pay exceeds the minimum of the new classification.

2.5 Recruitment for Posted, Advertised Positions.

A. All applications for positions with the District shall be made on forms prescribed by the Executive Director. Such applications shall include information, which is determined necessary or is mandated by State or Federal law, or regulations. All applications shall be signed, dated and the truth of the statements contained therein certified by the candidate’s signature.
B. No question on any form of application shall be so worded as to elicit information concerning inclusion in a Suspect Class of any candidate, except information required to assist with equal employment opportunity efforts. Furthermore, no inquiry shall be made concerning inclusion in a Suspect Class during any interview, and all such disclosures, thereof, shall be disregarded, unless such information is deemed a bona fide occupational qualification.

C. The District may compile and analyze applications and applicants in any manner that is consistent with these Rules and is reasonably calculated to ensure that the District hires meritorious and qualified applicants.

D. All applicants shall inform the district of any relations or relationships that could constitute a violation of the District’s policy on nepotism.

E. The District may require releases from applicants as a condition prior to making any job offer to the Candidate. Releases may be required to obtain any relevant work history, educational background, criminal background or to speak with any person used as a reference during the application process. Nothing herein shall be deemed to preclude the District from making job offers that are conditioned upon a subsequent determination that the Candidate is qualified to perform the job based upon the background checks authorized herein.

F. The Executive Director is authorized to adopt administrative policies regarding the process for obtaining background information from candidates and any criteria for assessing the responses to background checks including but not limited to criteria which would disqualify a candidate from District employment. Any such regulations shall comply with minimum requirements of these Rules regarding Suspect Classes and shall be written and implemented to ensure that disqualifications do not occur where such disqualification would constitute a violation of the express provisions of these Rules.

2.6 Application for Employment or Promotion-Filling.

A. All applications for positions with the District shall be made on forms prescribed by the Executive Director. Such applications shall include information, which is determined necessary or is mandated by State or Federal law, or regulations. All applications shall be signed, dated and the truth of the statements contained therein certified by the candidate’s signature.

B. No question on any form of application shall be so worded as to elicit information concerning inclusion in a Suspect Class of any candidate, except information required to assist with equal employment opportunity efforts. Furthermore, no inquiry shall be made concerning inclusion in a Suspect Class during any interview, and all such disclosures, thereof, shall be disregarded, unless such information is deemed a bona fide occupational qualification.

C. All applicants shall inform the district of any relations or relationships that could constitute a violation of the District’s policy on nepotism.

2.7 Applicant Preference.

To the extent permitted by laws, candidates may be given preference for positions if:

A. they are current classified employees;
B. they are accreted employees from a merger of District operations with another transit provider and are given preference as part of the accretion process and pursuant to any plan adopted for the accretion of another entities employees;

C. they have reemployment rights due to a prior reduction in force or pursuant to a Collective Bargaining Agreement;

D. they have special status as veterans; or

E. preference is otherwise allowed by state or federal law.

2.8 Proof of Veteran Status.

Proof of eligibility for veteran preference shall be presented to the District at the time the application is filed.

2.97 Rejection of Application.

A. Applications may be rejected if the Candidate:

1. fails to meet the required minimum qualifications as stated in the job description;

2. has been convicted of a felony or a misdemeanor and the provisions of the Criminal Offender Employment Act, Sections 28-2-1 to 28-2-6, et seq., NMSA 1978, permit such rejection:

   a. Subject to the provisions of the Criminal Offender Employment Act, in determining eligibility for employment, the District may take into consideration the conviction after the applicant has been selected as a finalist for the position; however, such conviction shall not operate as an automatic bar to obtaining public employment unless otherwise provided by law to the contrary.

   b. The following criminal records shall not be used, distributed, or disseminated in connection with an application for any District employment:

      i. Records of arrest not followed by a valid conviction; and

      ii. Misdemeanor convictions not involving moral turpitude.

   c. The Executive Director may refuse to grant or renew, or may suspend or revoke the application of any candidate or employee for District employment for any of the following causes:

      i. where the candidate or employee has been convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction directly relates to the particular employment;

      ii. where the candidate or employee has been convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction
d. The Executive Director shall explicitly state in writing the reasons for a decision which prohibits the person from engaging in District employment, if the decision is based in whole or in part on conviction of any crime described in Paragraph two of this section. Completion of probation or parole supervision or of a period of three years after final discharge or release from any term of imprisonment without any subsequent conviction, shall create a presumption of sufficient rehabilitation for purposes of Subsection c, ii, above;

3. has made any material omission, false statement or produced any false document in support of the application;

4. has failed to complete the application correctly or submit the application within prescribed time limits;

5. has submitted an application for a job that is closed for recruitment;

6. has attempted to use political influence in securing a District position; or

7. has otherwise violated these Rules.

B. The District shall notify each candidate whose application is rejected.

2.810 Examinations-General.

A. Examinations shall be confined to those matters which test the candidate’s capability in areas which are directly job-related, and which fairly, validly, and reliably test the capacity and fitness of the applicant to successfully discharge the duties of the position for which the examination is administered.

B. Examinations may be written, oral, or physical, and may include but are not limited to performance tests, ratings of training, rating of education, or any combination of tests and procedures.

C. New tests may be developed in accordance with established professional techniques and relevant federal laws, regulations, and guidelines with the intent of measuring critical or important knowledge, skills, abilities, job duties, work behavior, or work necessary for successful job performance.

D. No test shall be administered by the District without such test having been approved by the Executive Director or by a duly authorized state or federal agency.

2.119 Exemption from Examination.
A. The Executive Director may exempt from competitive entrance tests those professional and technical persons who possess recognized registration or certification who are applying for positions, which require such registration or certification.

The Executive Director may also exempt from competitive entrance tests certain jobs where job-related ranking measures are not practical or appropriate.

2.102 Selection for Employment.

A. Applicants shall be selected who are best able to perform job requirements without regard for membership or inclusion in a Suspect Class, political affiliation or other non-merit factors.

B. The selected candidate may not start employment until background checks, pre-employment physicals, and drug tests are successfully completed as required.

C. Those candidates interviewed but not selected shall be notified in writing of their non-selection in a timely fashion.

2.131 Emergency Hiring.

A. An emergency hire is the employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District.

B. If no candidates are available for the classification, the District may hire an apparently qualified person without testing.

C. An emergency hire may be converted to a probationary, regular, limited term, or temporary employee with the approval of the Executive Director if the individual

___1. passes the appropriate test; or

___2. C. has taken but not passed the appropriate test, the Department Management certifies that the employee is performing at a satisfactory level; and there are no available candidates for the position.

D. No individual shall hold an emergency appointment longer than ninety (90) days in any twelve (12) month period, unless approved by the Executive Director.

2.14 Reemployment Process

Former employees who separated from the District in good standing may be re-hired by the District within one (1) year from the date of separation without recourse to analysis of additional Candidates. However, nothing herein shall be deemed to require reemployment of former Employees.

A. The individual must submit an application and meet the minimum qualifications for the classification and the re-hire must be approved by the Executive Director.
B. Such individuals will be treated as a new Employee regarding probationary period, leave accrual, seniority, and other employee privileges unless a Collective Bargaining Agreement expressly provides for contrary treatment.

C. Former classified Employees, who were laid off as a result of a reduction in force, may be offered reemployment by the District pursuant to the Rules and Regulations regarding reduction in force.

D. Former Employees shall be listed as ‘not eligible for rehire’ in the District’s personnel files and shall not be eligible for reemployment with the District if they were terminated for a serious infraction of District rules. The determination as to whether an infraction is serious, or minor is in the sole discretion of the Executive Director but any infraction that constitutes a safety violation shall be deemed serious.

E. Former Employees terminated by the District for minor infractions may be considered for rehire after the expiration of five years from the termination date.

2.15 Probationary Period.

A. New employees shall satisfactorily complete a Probationary Period as a precondition for continued employment by the District.

1. The Probationary Period for new, promoted or re-employed employees is six (6) months.

2. Prior to the expiration of the Probationary Period a supervisor may extend the Probationary Period up to an additional ninety (90) days for further evaluation if, in the opinion of management, it is necessary to determine the employee’s ability to adequately perform the job, and the extension is approved by the Executive Director.

3. If leave without pay is taken during the probationary period, the probationary period shall be extended by the number of days of leave without pay used by the employee.

B. An employee may be separated from employment by the District without a right of appeal or hearing at any time during the probationary period for any reason so long as the reason is not contrary to the express limitations in these Rules regarding Suspect Classes.

RULE 3 – CLASSIFICATION AND COMPENSATION

3.1 Authority.

The District has authority pursuant to NMSA 1978, Section 73-25-5 (G) (6) to appoint, hire and retain employees, agents, engineers, attorneys, accountants, financial advisors, investment bankers and other consultants. In order to implement this authority on an equitable and fair basis the District hereby elects to implement a system of Classification and Compensation as further defined by these Rules. Classification and Compensation may be the subjects of separate District policies which may be changed from time to time independent of these Rules.

3.2 Preparation of Classification System.
The Executive Director or a contractor or agent shall prepare and maintain a Classification System which provides for a grouping of all positions in the District into Classifications on the basis of essential duties, responsibilities, and minimum qualifications required.

3.3 Content of Classification System.

A. The Classification System shall include the descriptions for the various classifications, which may be subdivided or grouped as deemed appropriate. Each Classification shall be assigned a salary range which shall be used by the District to ensure fair pay to employees within each Classification.

B. Written descriptions for each classification shall be prepared by the Human Resources Office, and approved and amended as necessary by approval of the Executive Director. These descriptions shall include:

1. The title of the classification;
2. Examples of typical essential tasks performed, responsibilities, and working conditions;
3. A statement of the minimum qualifications required, including the kind and amount of training and experience, knowledge, skills, and abilities, physical requirements, and job-related personal attributes that an employee should possess; and
4. Signature by the Executive Director and the date of the last revision.

3.4 Revisions to the Classifications.

A. Whenever the creation, abolition, subdivision, or consolidation of individual classifications appears necessary, due to the creation of a new position, change in organization, or change in the duties of certain positions, a classification may be revised and the revision must be submitted to the Executive Director for approval.

B. Any revisions that may reflect a major change in policy should be submitted to the affected Managers, Supervisors and interested parties in order to obtain input concerning such revisions.

C. When a classification is revised, the title of classification and in some cases the salary range assignment may be affected. The salary of individual employees in the revised classification may not be reduced or increased without the approval of the Executive Director.

D. When there are revisions to the classification system as a whole the revisions shall be submitted to the District Board for approval.

3.5 Allocation of Positions to Classifications.

A. Every position in the District shall be allocated to a Classification; all positions substantially similar as to the tasks performed, as to the responsibilities exercised, and as to the minimum qualification requirements shown in the Classification descriptions, shall be allocated to that same Classification.
B. The title of a Classification shall become the title of positions under that Classification and shall be used on all official records and correspondence relating to individual positions within the Classification.

C. Department Management may recommend the allocation or reclassification of positions to one of the Classifications in the Classification System or a new Classification, subject to approval by the Executive Director.

D. Department Management shall submit adequate documentation to support the recommended reclassification of a position to a different classification.

E. Periodic audits to determine whether or not positions are properly allocated shall be conducted. If it is determined that a position is improperly allocated, the Executive Director shall reallocate it to its proper classification.

F. When a new position is contemplated, the position must be formally established before it may be filled. Except as otherwise provided by these Rules, no person shall be appointed to or employed in a position until the position has been allocated to a classification and approved by the Executive Director.

3.6 Types of Employees.

The District recognizes the rights and duties of employees and employers under New Mexico law which includes the employment contract between employer and employee under these Rules. In addition to Classification of employees the District distinguishes between types of employees based upon the following standards.

A. A Classified Employee is a, full or part-time position, the duties of which do not terminate at any stated time. The term Classified Employee includes the status of said employee as further defined herein.

B. An Exempt Employee (Non-classified) is a, full or part-time position, exempt from the classified service under the FLSA.

C. A limited term employee is the employment of a person with benefits for a limited and specified time period, e.g., one year or longer subject to funding for the project or program. Limited term employees are subject to these Rules and all other rules and regulations of the District, except for the right of appeal regarding separation from employment following the expiration of a term or project or program funding.

D. A temporary employee is a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed twelve months of continuous employment unless otherwise approved by the Executive Director. Temporary employees are not eligible for benefits and have limited remedies for employment disputes as stated herein. Temporary Employees may be converted to Classified or limited term status in the same classification and credited with up to six-months service towards completion of the probationary period at the time of the conversion with the approval of the Executive Director. Temporary employees may fill in for Classified Employees on Long Term Disability, Family Medical Leave, Worker’s Compensation or Extended Leave without pay. If the temporary assignment lasts for more than six (6) months, these employees will receive the same insurance and paid leave benefits as
Classified Regular Employees, beginning the seventh (7th) month of their employment. However, these employees will remain temporary for all other purposes.

E. An At-Will employee is an employee who is freely terminable and not subject to the requirements of these Rules regarding Disciplinary Action and Just Cause for purposes of termination as further defined in these Rules. At will employees are not required to serve a Probationary period since they are freely terminable.

F. A full-time employee is an employee who generally works 40 hours or more in a given work week or 80 hours or more within a given two weeks' pay period.

G. A part time employee is an employee who works between 21 – 39 hours per week or less than 40 hours per week or less than 80 hours in a given two weeks pay period. An employee working not less than 21-39 hours hours and nor more than 39 hours per week is entitled to partial benefits on a pro-rata-rated basis.

H. Volunteers/interns are defined in these Rules and are subject to the following:

1. An Intern may or may not be an Employee and internships may be created and managed as needed by the Executive Director. Interns are subject to the same requirements and restrictions as employees prior to performing work comparable to that of an Employee

2. Unless otherwise employed by the District, a volunteer is not an Employee but is subject to the same requirements and restrictions as Employees prior to performing work comparable to that of an Employee

3. Volunteers are not eligible for District benefits.

4. As defined by the Fair Labor Standards Act (FLSA), a volunteer is an individual who performs a service for the District without expectation of payment for the service.

5. Volunteers and interns are responsible for complying with all policies of the District

6. Prior to the commencement of any volunteer/intern service for the District, each volunteer shall complete an application, and provide the District with such information as is normally required of Employees.

7. Volunteers/interns who assignments will include safety sensitive duties will be required to undergo background checks, drug and alcohol tests, and a driver’s license check as needed to work in the District.
3.7 Compensation Policy.

A. Compensation for District employees shall be equitable and competitive with the market and in accord with the District's ability to pay.

B. It is the policy of the District that any comprehensive Compensation plan, for all classifications of the District is subject to and limited by the availability of funds as determined by the Board. The Board shall be the final arbiter of available funds.

C. An employee working 40 hours, minimum, per week is eligible to receive full benefits. An employee working not less than 21 hours and nor more than 39 hours per week is entitled to partial benefits on a pro rata basis.

3.8 Preparation of the Compensation Plan—Salary Ranges.

A comprehensive Compensation plan for all classifications in the District shall be prepared under the direction of the Executive Director. The Compensation plan shall take into consideration experience in recruiting for positions for the District, prevailing rates of pay in comparison to similar services in public and private employment (to the extent that such data is available), cost of living, and other benefits received by District employees, and the District’s financial condition and ability to pay.

3.9 Adoption of the Compensation Plan.

The Compensation plan (whether a part of a Compensation and Classification policy or otherwise) shall be adopted by resolution of the Board.

3.10 Revision to the Compensation Plan.

The Compensation plan may be revised upon the recommendation of the Executive Director and the approval of the Board.

3.11 Administration of the Compensation Plan.

A. The approved Compensation Plan shall constitute the official schedule of pay for all classifications in the District to which such Compensation plan is applicable. The rates of pay for all persons in the District shall be approved by the Executive Director and no pay shall be approved unless it conforms to the approved Compensation plan.

B. No employee in the District shall be paid less than the minimum nor greater than the maximum of the salary range for the classification as fixed by the Compensation plan unless otherwise provided for in these Rules.

C. The entry pay of any employee of the District shall be the minimum pay in any applicable pay range, unless a higher rate, in-grade hire, is authorized by the Executive Director because of the candidate’s exceptional qualifications, difficulty in recruitment, or other valid reason.

D. Increases in pay within the pay range shall be based upon performance and shall require the approval of the Executive Director. Supervisors and the Executive director shall
consider an employee’s compliance with District policies and procedures, job performance, competence and job knowledge when evaluating any increase in pay of an employee.

3.12 Individual Pay Adjustments and Promotion.

A. Promotions within a classification will result in a pay rate increase to, either the minimum pay for the Classification based upon the current Compensation plan, or up to 10% increase if the employee's current pay rate exceeds the minimum Compensation for the Classification. The maximum pay for the Classification shall not be exceeded.

B. Promotions from a lower level Classification to any higher-level Classification will result in a pay rate increase to the minimum pay for the Classification based upon the current Compensation plan, or up to a 10% increase if the employee's current pay rate exceeds the minimum Compensation for the Classification. The maximum pay for the Classification shall not be exceeded.

C. A higher pay rate may be authorized upon promotion by the Executive Director because of salary compaction; experience and qualifications; correction of salary inequities; or other valid reasons.

D. The pay of an employee who is laterally transferred to a comparable position shall remain the same unless the Executive Director finds cause for a salary increase due to any change in employment conditions, job assignment or particular duties caused by the change.

E. The pay of an employee who is re-employed after being called to military active duty in accordance with the provisions of Rule 4.21 shall be at a rate equal to what the employee would have attained had the employee not been called to active duty.

3.13 Decreases in Pay

A. If an employee is demoted for their inability or unwillingness to perform the assigned duties and essential functions of their position, then that employee may also suffer a decrease in pay. The amount of the pay reduction shall be determined on a case-by-case basis, but never shall decrease pay below the lowest pay for the Classification.

B. An employee may receive a reduction from their current Classification to a lower Classification with no reduction in pay if the reclassification of the employee’s position is due to reorganization or a reduction in force.

C. The pay of an employee who voluntarily takes a Classification reduction may be reduced but never below the lowest pay for the Classification.

D. Pay of all employees may be decreased uniformly and equitably for budgetary reasons or in the context of a reduction in force or furlough upon the recommendation of the Executive Director and approval of the Board.

E. Affected employees shall be given at least twenty-eight (28) days’ notice and such additional notice as may be required prior to any reduction in force.

F. In no case shall pay be reduced below the minimum rate for the Classification.
G. Pay decreases may be made to types of employees, when deemed necessary by the Board due to budgetary constraints. Reductions in pay shall be implemented in such a manner as to reduce pay to Classified employees as a last resort. In the event that the Board decreases pay by employee types the pay decreases shall be imposed in the following order of priority:

1. Emergency.
2. Temporary.
3. Limited Term.
5. Exempt.
6. Classified

3.14 Performance Based Increases.

A. Performance increases shall not be granted on an automatic basis but shall be granted upon the demonstrated quality of an employee’s performance, subject to the availability of funding.

B. Exempt, Classified and limited term employees whose performances are average or above average, may be granted a performance increase. Any limitations for such increases shall be approved by the Board, and shall be further limited by the pay permitted to the Classification. Periodic performance evaluations may be performed as needed. Management may in its discretion perform performance evaluations at any time but shall generally perform evaluations one (1) year from the most recent of:

1. Rehire or re-employment
2. Initial employment
3. Promotion.

C. Generally, performance increases shall only be considered annually. Any period of leave without pay more than thirty (30) days shall not be credited as continuous service in calculation of this annual period. Service in emergency or limited term, or temporary status, when followed without a break in service by probationary employment to the same Classification, will be credited toward calculation of this annual period.

D. The Executive Director may authorize a pay increases within the range permitted for a Classification as an incentive for the retention of exempt, Classified and limited term employees who are offered employment outside of the District to retain them in their current positions. The following will be required:

1. The District must have satisfactory proof of an outside job offer.
2. Any pay increase shall be prospective, not retroactive and pay shall never be provided in advance of work performed.
3. Before receiving a pay increase for retention, an employee must sign a written agreement to complete a specified period of service with the District.

E. The Executive Director may authorize a pay increases within the range permitted for a Classification as an incentive for the retention of limited term “seasonal” employees who return to work in subsequent seasons. The following will be required:

1. The District must be satisfied that the limited terms employee’s prior work was satisfactory and that the rehiring of the employee is a benefit to the District because of the employee knowledge and training regarding District operations.

2. Any pay increase shall be prospective, not retroactive and pay shall never be provided in advance of work performed.

3.15 Red Circle Rate.

Red Circle Rate refers to the rate of pay for an employee whose pay rises above the current maximum pay for the Classification to which the employee is assigned, reclassified or transferred. Such employee(s) shall be placed on a salary freeze for a period not to exceed two (2) years and shall not be eligible for any general adjustment (COLA) given during the same period of time. However, the employee may be eligible for a performance increase based on a performance review which will be treated as a one-time award distribution and not added to the employee’s base pay.

During the two-year salary freeze period, if the employee’s rate of pay falls below the maximum within the pay range, the freeze shall be lifted. If at the end of two years, the employee's pay rate exceeds the maximum permitted for the Classification, that employee's pay rate shall be reduced to the maximum for the Classification.

3.16 Overtime Compensation.

A. To meet the demands of work, employees may be required to work in excess of the hours designated in their normal work week. Overtime compensation will be paid to employee, as indicated below, for actual hours worked. Supervisors are responsible for scheduling overtime in advance whenever possible and keeping overtime usage to a minimum consistent with the budget. However, the needs of the District and service to its constituents may dictate overtime usage and supervisors are responsible for raising the budgetary needs and impacts of overtime usage with the Executive Director as early as possible to ensure a proper balance is struck between staying within budget and meeting District service needs.

B. Exempt Employees who work more than the normal work week (forty [40] hours), are not eligible for overtime pay. The basic compensation of exempt employees is based on the amount of work necessary to complete the assigned functions and is not based upon a set number of hours per work week. Time worked more than forty (40) hours per week is not eligible for compensation during the course of employment or upon termination. However, at the discretion of the Executive Director, exempt employees may be granted administrative leave in consideration of their work efforts.

C. Overtime will normally be permitted or required when service demands present no other reasonable alternative. Because of the size of the District and the nature of the District's business supervisors and managers may require individual employees to perform overtime work based upon their geographical location and access to District property and equipment. However, when a supervisor
has determined that overtime work may be equitably distributed, employees may be required to work a proportional share of the overtime assigned to the employee's Classification or work unit. Refusal to accept an overtime assignment may result in disciplinary action.

D. Nothing in these Rules shall be construed as limiting the authority of the District to schedule Employee work time and to limit all work within the Workweek to forty hours. The District reserves the right to reschedule hours or days of work to limit the use of overtime and to require the use of leave by employees when they do not actually work their scheduled hours during a Workweek.

E. Non-exempt employees shall be compensated for overtime at one and one-half (1 1/2) times their hourly rate of pay unless otherwise specified in the Fair Labor Standards Act (FLSA). Non-exempt employees shall be paid for overtime within the pay period that the overtime is worked unless the employee elects to receive compensatory time in lieu of paid overtime. Such compensatory time shall be accrued at time and one-half.

F. The following hours are considered as hours worked for the purpose of qualifying for overtime pay at the rate of time and one-half.

   1. Hours actually worked;
   2. Paid holidays;
   3. Hours allowed for voting time;
   4. Jury duty;
   5. Hours allowed for court duty when appearing as a witness on behalf of the District or because of an official capacity with the District; and
   6. Training time.

G. The following are considered hours not worked and will not be counted toward overtime/comp-time eligibility. Excepting only the provisions above, an employee must be physically at work more than forty (40) hours per week and cannot use the following time to obtain overtime/comp-time eligibility:

   1. Vacation;
   2. Sick leave;
   3. Military leave;
   4. Funeral leave;
   5. Injury leave;
   6. Lunch break or meal periods;
7. Comp-time hours used;

8. Standby time
9. Travel time between home and work
10. Show-up pay

G. Travel time may be work time depending upon the nature of the travel. The District will maintain a matrix showing compensable and non-compensable travel time.

3.17 Compensatory Time.

A. In some cases, compensatory time may be granted to Classified Employees in lieu of cash payment. Classified Employees may accrue and use up to forty (40) hours of compensatory time annually in any single fiscal year. In the last pay period of the fiscal year, all accrued but unused compensatory time shall be paid to the employee.

B. Classified Employees who separate from the District shall be compensated for all accrued compensatory time.

3.19 Holiday Pay.

A. All Non-Exempt Employees who are required to work a holiday shall be compensated at the rate of one and a half (1.5) times their hourly rate for all hours worked and shall also receive pay for holiday time described below as a benefit.

B. All employees who do not work on a holiday shall be paid an amount of holiday pay calculated at the employee’s straight time hourly rate. Holiday pay is based on eight (8) hours of pay for full-time employees and prorated hours for part-time regular employees. An employee whose Workday is in excess of eight hours will be required to utilize compensatory time or annual leave for any absence in excess of eight hours on the day that the holiday is observed unless the required use of leave is prohibited in a CBA or by law.

C. In order to be eligible for holiday pay the employee must be in approved paid status on both the regular scheduled workday immediately preceding the holiday and the regular scheduled workday immediately following the holiday. Approved pay status is defined as any compensable time such as time spent at work, as well as approved vacation, approved sick leave and holidays. Employees will not receive holiday pay for an unpaid or unapproved absence(s) or unapproved sick leave usage (unless the sick leave is from a proven illness, that has been certified
by a medical provider) on the regular scheduled workday immediately preceding the holiday and the regular scheduled Workday immediately following the holiday.


It is the intent of the District to consider prevailing practices related to cost of living and market trends in establishing wages and salaries which constitute any formal Compensation plan. Any change in Compensation will ultimately be based upon the anticipated affect(s) upon the District budget. The Executive Director, based upon Board of Director’s approval, will make final determinations of any changes regarding Compensation. If general, across-the-board, adjustments in Compensation are approved for District employees, then the change will be effective on a date determined and approved by the Board of Directors. General adjustments in Compensation are separate and distinct from merit based adjustments to Compensation. General adjustments may affect the Compensation plan only, potentially shifting the pay of all employees in relation to the midpoint without changing individual Compensation.


Adjustments to any Compensation plan may be determined periodically through analysis of market trends in comparison to cost-of-living (COL). The District may utilize either market survey results or cost-of-living index data (federal) or a combination of both. If the District’s Board approves an adjustment to a Compensation plan, all employees, except those being red circled (frozen for having reached the top of their salary scale), shall receive the benefits of such general COL adjustments to the pay plan unless such employees are represented by a union and such adjustments, if any, are governed by a collective bargaining agreement.

In determining the total compensation value of the position, benefits and changes to overall costs of the District from Employer contributions must be considered. Base salary plus all employer cost of benefits constitutes total compensation. In comparing benefit packages provided in the labor market, the District may evaluate both level and cost of benefits or other factors as deemed appropriate.

3.221 Pay Upon Separation from Employment.

When employees are separated from employment with the District for any reason, they shall be required to return all District property and equipment and to resolve all financial obligations involving their employment with the District. Any such obligation not resolved prior to separation may be itemized and deducted from their final paycheck as contested amounts which the District claims to the extent that the deduction is legally authorized and not in violation of minimum wage requirements. The employee’s final paycheck, including compensation for all uncompensated hours worked, unused annual leave and overtime not disputed by the District, will be issued on the next regularly scheduled pay period following termination or within 10 days of separation from employment whichever is sooner. Claims for disputed amounts must be timely filed by the employee with the District following issuance of the final paycheck.

3.232 Pay Advancement.

It is illegal for the District to make pay advances to employees and no such advances shall be authorized or made. Furthermore, the District may not pay employer’s share of any paycheck deduction in a manner that would constitute an extension of credit in violation of the New Mexico
State Constitution. Employees who have expended all leave and not returned to work may be required to tender the full amount of any premium or contribution due for continued participation in employee benefits pending their return to work. Nothing herein shall be deemed to require the District to continue to employ an employee or hold open a position for an employee who has not returned to work.

3.243 Standby pay and callout pay.

The Executive Director is authorized to establish administrative regulation regarding standby pay and callout pay for employees required to be available at times not outside of the regular work schedule or any such time as the District requires the employee to be available. However, nothing herein shall authorize any pay that would be in violation of the District Compensation and Classification Plan, any Collective Bargaining Agreement or federal and state laws.

3.254 Out of Classification/Temporary Assignment Pay.

The Executive Director is authorized to establish administrative regulations regarding employees who are assigned additional duties and responsibilities of a different job or Classification in addition to their regular job duties. The Executive Director is authorized to increase and employee’s pay by up to ten percent (10%) on a temporary basis for out of classification/temporary assignments. The Executive Director shall provide any employee assigned such additional duties a written statement outlining the specific additional job duties or tasks the employee is responsible for and explaining that any increase of pay under this rule is for the additional job duties and shall only be paid for so long as the employee performs the additional job duties. Nothing herein is intended to allow or require any District employee to perform job duties that they are not qualified to perform. Employees should also be advised that out of classification pay is expressly authorized in instances where an employee is qualified to perform some but not all job duties of another job and that the temporary assignment of partial duties does not indicate that the employee is qualified to perform all the job duties.
RULE 4 – EMPLOYEE WORK WEEK, HOURS AND LEAVE

4.1 Work Week.

A. The Work Week for full-time employees shall consist of forty (40) hours in a seven-day period. The standard Work Week commences at 12:00 a.m. every Saturday and ends at 11:59 p.m. on Friday. However, the Executive Director has the authority to vary the Work Week if the efficient operation of the District so requires. There are two Work Weeks in a pay period.

B. The District may impose a work schedule for each particular position altering the specific hour of work for the position to meet District needs. Work schedules may require any combination of hours within a Work Week deemed necessary for District operations including but not limited to split shifts, scheduled work on weekends or holidays, scheduled work in early morning and late evening hours, and scheduled work consistent with routes bid under any current CBA. Failure to follow any District work schedule may be grounds for disciplinary action.

C. Hours worked within a Work Week shall be tabulated by including all hours worked by an employee as contributing toward the forty (40) hour Work Week and only permitting or requiring the use of leave or the payment of overtime when actual hours worked exceed or fall short of the 40 hours required for a Work Week.

4.2 Work Day.

The Work Day shall be determined by the Executive Director to best meet the needs of the organization and the work day may vary by position depending upon the operational needs of the District.

4.3 Work Hours

A. Full-time District employees have a regular Work Week of forty (40) hours. All Exempt employees and any Classified Employee who performs administrative support work for the District shall generally be required to work from 8:00 A.M. to 5:00 P.M. Monday through Friday unless an alternative schedule is approved for the specific position.

B. Normal work hours for Classified Employees who do not perform administrative support work shall be set by the supervisor, with the approval of the Executive Director. Consideration should be given to shift requirements, seasonal conditions, special service needs and other activities necessary to provide a continuity of public service. Occasionally, it may become necessary to deviate from the normal work hours due to changing District requirements, availability of properly trained and licensed employees and unforeseen events and conditions. It is the responsibility of supervisors to prescribe work hours in such cases.

C. Lunch Breaks shall be set by Supervisors with the approval of the Executive Director generally a one-hour lunch break shall be provided to all Classified employees; however, work schedules and other job-related functions may necessitate variations in the scheduling of the lunch break.

D. Relief periods are permitted for the purposes of breaking up a continuous period of work to improve the well-being and performance of employees. Relief periods may be granted as time permits but should be limited to fifteen (15) minutes, once in the first half of the work shift and once in the
second half. Employees shall not combine two (2) relief periods into one, nor shall they be allowed to combine a relief period with a lunch break. Relief periods shall not be used or skipped in a manner that permits employees to start or leave their work early. Employees are not permitted to leave the work site during a relief period.

Employees may be permitted to have family members or acquaintances at the work site during a meal period break if authorized in advance by their supervisor and as provided for by the District’s “Visitors in the Workplace” administrative policy.

- Supervisors shall not permit Classified employees to forego their lunch break or continue working while having lunch or allow any similar changes to the work schedule that would permit or require accumulation of uncompensated overtime. Lunch breaks shall not be eliminated or shortened so that employees can alter their regular schedule in any way unless previously approved by the employee’s Supervisor and the Executive Director.

4.4 Other Employment while on duty for the District.

No employee shall engage in any other employment or self-employment, during the hours the employee is scheduled to work for the District. Violation of this Rule may be grounds for disciplinary action.

4.5 Outside Employment.

A. It is anticipated that employment with the District will be the employee’s primary duty and all employees are required to ensure that any other employment does not interfere with their ability to fully and professionally perform their duties as District employees. All employees engaging in employment other than with the District must have prior District approval.

B. To assure no conflicts exist between District employment and outside employment (including but not limited to conflicts of interest, schedule conflicts or travel conflicts) employees who engage in employment in addition to their District employment are required to obtain written approval on a prescribed form from the Executive Director.

C. Before an employee may work for any other organization or engage in business for himself/herself, approval of the Executive Director is necessary to determine that:

1. Neither the employee nor his/her subordinates shall conduct any business connected with the employee’s outside employment while on duty.

2. There is no conflict between the employee’s official duties with the District and the proposed outside employment.

3. The employee is serving the District satisfactorily and will be able to do so if he/she undertakes outside employment.

D. Approval authorizes outside employment for a period of one (1) year from the time of approval. The employee must re-apply on a prescribed form for continued approval annually so long as employee wishes to continue outside employment.
E. Authorization to engage in outside employment shall be suspended during periods of sick or disability leave.

4.6 Holidays

A. The holiday schedule listed herein is the official holiday schedule. Holidays are a benefit conferred by the District and the pay for holidays is conditioned upon compliance with these Personnel Rules.

The following holidays shall be observed as paid holidays:

| January 1 | New Year’s Day |
| January | Martin Luther King Day |
| May | Memorial Day |
| July 4 | Independence Day |
| September | Labor Day |
| October | Columbus Day, Indigenous Peoples Day |
| November | Veteran’s Day |
| November | Thanksgiving |
| November | Day after Thanksgiving |
| December 24 | Christmas Eve |
| December 25 | Christmas Day |

B. Whenever a legal public holiday falls on a Saturday, it will be observed on the preceding Friday and whenever a legal public holiday falls on a Sunday, it will be observed on the following Monday. If Christmas Eve falls on a Sunday it shall be observed on the preceding Friday. Should an employee be on an authorized Leave with Pay when a holiday occurs, the holiday shall be paid and not charged against sick or vacation leave.

C. Any employee whose regularly scheduled day off falls on a day designated as a holiday shall be entitled to an additional day off. The Department head shall schedule this additional day off at the mutual convenience of the District and the employee. This additional day should be scheduled as close as possible to the holiday as practical.

4.7 Approval of Leave.

A. All requests for leaves of absence, with or without pay, shall be made to the immediate supervisor for approval on forms prescribed by the Executive Director.

B. All requests for leave shall be submitted in advance of the beginning date of the leave, (except requests for unanticipated sick leave which shall be submitted for approval at the earliest possible time), and the duration and kind of leaves shall be recorded on the payroll. Supervisors are responsible for providing sufficient advance notice of any employee leave to ensure that the approval of leave by the Executive Director shall be made at a time and in a manner that permits consideration of District needs prior to the employee’s absence from work.

C. The Executive Director or (in the case of the Executive Director’s leave the Chair of the NCRTD Board) shall regulate annual leave usage by requiring the scheduling and preapproval of leave to ensure proper operation of the District. In no circumstances shall an entire department be permitted to take annual leave at the same time. Supervisors shall be responsible
for scheduling annual leave and seeking pre-approval of leave to avoid unreasonable interference with District operations. Each employee is responsible for monitoring his/her leave balances and ensuring that he/she schedules leave in a manner that will avoid unreasonable interference with District operations and the loss or conversion of leave.

D. Paid leaves of absence are subject to the employee’s accrued leave balance and the scheduling requirements of the Department Manager.

E. All requests for leave without pay are subject to the rules set forth below.

4.8 Accrual and Use of Annual Leave.

A. Annual leave is accrued in accordance with the schedule below. Part-time employees accrue a pro-rated amount of Annual Leave based on their base budgeted hours. Temporary employees do not accrue Annual Leave. Periods of leave without pay shall not count for the purpose of accumulation of annual leave. Employees may accumulate annual leave, but only a limited amount may be carried forward from year to year based on the schedule below. All hours of annual leave that may not be carried forward by the end of last pay period in the calendar year will be credited to the employee’s sick leave balance on the first pay period of following calendar year.

### Annual Leave Accrual Schedule

<table>
<thead>
<tr>
<th>Months</th>
<th>Length of Service</th>
<th>Annual Leave Hours/days</th>
<th>Hours Accrued (based on 80 hours worked per pay period)</th>
<th>Maximum Accumulation&lt;sup&gt;2,1&lt;/sup&gt; (current employees)</th>
<th>Maximum Accumulation&lt;sup&gt;2,2&lt;/sup&gt; (new employees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 48</td>
<td>0 thru 4 years</td>
<td>80 hours/10 days</td>
<td>3.077 hours</td>
<td>2 times annual accrual</td>
<td>240 hours</td>
</tr>
<tr>
<td>49 – 108</td>
<td>5 thru 9 years</td>
<td>120 hours/15 days</td>
<td>4.62 hours</td>
<td>2 times annual accrual</td>
<td>240 hours</td>
</tr>
<tr>
<td>109 -299</td>
<td>9 thru 24 years</td>
<td>160 hours/20 days</td>
<td>6.15 hours</td>
<td>2 times annual accrual</td>
<td>240 hours</td>
</tr>
<tr>
<td>300 +</td>
<td>25 years or more</td>
<td>200 hours/25 days</td>
<td>7.69 hours</td>
<td>2 times annual accrual</td>
<td>240 hours</td>
</tr>
</tbody>
</table>

B. Annual leave shall be taken for the actual number of hours absent from a normal work week and in increments of not less than 1/4-hour increments.

C. Annual leave requires the scheduling and preapproval of leave from the employee’s supervisor. If an employee calls off on a workday and request to use annual leave for a non-proven

1. Based on an employee’s length of service, employees may accumulate and carry over into the first pay period of the calendar year accrued and unused vacation, not to exceed two (2) times the annual maximum accrual.

2. All employees hired after the effective date of adoption of these revised Rules may accumulate and carry over into the following year accrued and unused vacation not to exceed 240-hours subject to the provisions in section 4.9.
emergency event, the leave may be denied. The employee maybe placed on LWOP or AWOL for the time not worked and maybe disciplined up and to include dismissal.

D. Upon termination of employment an employee shall be paid for any annual leave which has been accrued but not taken.

E. The preceding rules apply to accruals of leave unless there is a written agreement by the District to the contrary in which case the contract rate shall apply.

F. The preceding caps on accumulated leave may be altered if an employee participates in the District sick leave incentive program and transfers sick leave to annual leave. At the time of such transfer and thereafter for the term of any employment with the District the employees annual leave cap shall be altered to allow for the higher cap permitted under these Rules.

4.9 Family Medical Leave Act, (FMLA).

A. Eligible employees are entitled to Family Medical Leave (FML) in accordance with the FMLA.

B. Employees who have been employed by the District for a total of at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) months immediately preceding the start of any period of proposed FMLA leave are eligible employees. During any period of unpaid leave, employees must continue to pay the employee’s share of health insurance premiums.

C. Eligible employees are entitled to a total of twelve (12) work weeks of FMLA leave during a rolling 12-month period measured backward from the date on which the employee last used any FML for:

1. Birth of a child of the employee and care for the newborn child.

2. Placement of a child with the employee by way of adoption or foster care.

3. Care for the spouse, child, parent or one who stood in place of a parent of the employee, if that person has a serious health condition.

4. A serious health condition that renders the employee unable to perform any of the essential functions of the employee's position; or

5. Any qualifying exigency when the employee's spouse, child or parent is on active duty or is notified of an impending call or order to active duty in the Armed Forces (including the Reserves and National Guard) in support of a "contingency operation."

6. Any other qualifying event as established by the FMLA.

D. Military Caregiver Leave Entitlement. Eligible employees are entitled to a total of 26 work weeks in a single 12-month period per-covered service member, per-injury, measured forward from the date the employee's leave begins, to care for a spouse, child, parent, or next of kin who is a service member undergoing medical treatment, recuperation or therapy, is on outpatient status, or is on the temporary disabled retired list for a serious injury or illness.

E. Employees are required to use all available paid leave concurrently with FMLA leave.
F. Employees shall not accrue annual and sick leave, nor be paid for holidays while on unpaid FMLA leave.

G. All medical records and correspondence relating to the employee and/or their family’s medical conditions shall be confidential and shall be protected from disclosure to the maximum extent permitted by law. However, the District reserves the right to demand, examine and retain such medical records as are necessary to ensure proper use of FMLA leave.

H. These Rules expressly authorize the District to adopt implementing policies for the administration of the FMLA and procedures for FMLA monitoring and use of FMLA leave.

I. The District shall require medical clearances to the extent and in the manner permitted by law as a precondition for return to work following the use of FMLA leave.

4.10 Sick Leave General Provisions.

Sick leave is provided as a benefit to prevent or minimize an employee’s loss of income during time lost due to personal and family illness or injury. Supervisors are responsible for controlling excessive absenteeism and abuse of sick leave by employees under their supervision. Employees are expected to utilize sick leave responsibly and should minimize their sick leave usage where possible.

G. Sick leave shall be taken for the actual number of hours absent from the office, and in increments of not less than 1/4 hour increments.

A. All sick leave shall be accounted for by reporting its use on the approved form for pre-scheduled sick leave or upon returning to work. Employees must submit a sick leave form within 24 hours or by the next scheduled work day after returning from an unexpected illness or injury. Failure to do so may result in leave without pay and disciplinary action. The Executive Director or their designee shall be authorized to approve all sick leave. The Chair of the NCRTC Board shall be authorized to approve all sick leave for the Executive Director.

B. Sick leave may be used for any period of approved absence with pay from regularly scheduled work resulting from an:

1. employee having an illness or injury which renders him/her unable to perform his/her duties;

2. an employee having a medical examination, consultation, or treatment by a licensed practitioner; or

3. an employee’s Immediate Family Member as defined by the FMLA, requiring his/her presence because of injury, illness or medical treatment.

4.11 Accrual Rates for Sick Leave.

A. Sick leave for full time employees shall be accrued at the rate of 3.077 hours per two-week pay period (80 hours per year) to a maximum of eleven-hundred twenty (1120) hours.
B. Sick leave may only be taken in the event of illness of the employee, or the employee's Immediate Family. The District may require the employee to furnish a written medical statement issued by a licensed physician or practitioner, or other evidence of illness that confirms the illness of the employee or their Immediate Family member, provides an estimate of when the employee will be able to return to work, states whether the employees incapacity will require intermittent treatments, states the estimated frequency and duration of such treatments, and provides the estimated period for recovery, if known. If the employee’s leave qualifies as protected leave under the FMLA, the District may require a medical certification as provided by federal law.

4.12 Sick Leave Incentive Transfer/Sell Back Program.

A. The following provisions shall apply to non-represented employees who are not already covered under the Collective Bargaining Agreement’s comparable program. The intent is to give non-represented employees an additional incentive to make judicious use of sick leave.

B. Annually, 15 days prior to the first pay period in December, employees who meet the criteria described below may elect to participate in the sick leave transfer/sellback program by completing the applicable forms.

C. All employees who are separated from the District payroll before one (1) year of employment shall not be eligible to transfer/sell back unused sick leave hours under this program.

D. Employees who have accumulated sick leave in excess of 80 hours are eligible to annually transfer to their vacation leave balance or to sell back up to 80 hours of sick leave or vacation leave or a combination thereof per year at the value listed below. Employees who utilize the annual sick leave transfer/sell back program must maintain a sick leave balance of 80 hours after transferring or selling any hours.

E. Those employees who participate in this program and transfer a minimum of 40 hours of sick leave annually will have their maximum vacation accumulation cap changed from the standard (two times annual accumulated leave) to three times the annual accumulation.

F. Employees utilizing the sell back of sick leave (rather than conversion to annual leave) for a calendar year will not be eligible to have their maximum vacation accumulation changed.

The percentage value at which sick leave maybe transferred to vacation leave or sold back is based upon the following:

<table>
<thead>
<tr>
<th>Number of Sick Leave Hours Used Annually (calendar year)</th>
<th>Percentage Transfer/Sell Back Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 hours or less</td>
<td>100%</td>
</tr>
<tr>
<td>25 – 32 hours</td>
<td>75%</td>
</tr>
<tr>
<td>33 – 40 hours</td>
<td>50%</td>
</tr>
<tr>
<td>41 hours or more</td>
<td>25%</td>
</tr>
</tbody>
</table>

G. The preceding rules apply to accruals of leave unless there is a written agreement by the District to the contrary in which case the contract rate shall apply.

4.13 Sick Leave Credits Upon Separation.
A. **Termination** – Any employee who terminates his/her service with the District before retirement shall not be paid or receive any credit for unused sick leave at the time of termination.

B. **Retirement** – Any employee who retires from the District under the Public Employee Retirement Association (PERA) retirement system meets all PERA retirement requirements may be allowed to use his/her unused sick leave balance to extend his/her period of employment with the District prior to separation and retirement. Unused sick leave payment are made through continuation of the member on the regular payroll for the period represented by payment. To be eligible for this benefit, an employee must file his / her intent to retire with PERA, the Executive Director, and the Human Resources Office.

4.13 **Misuse of Sick Leave.**

Misuse of sick leave by an employee affects the efficiency and productivity of other employees in the workgroup, especially those who seek assistance, advice, or guidance from an absent employee. Therefore, misuse of sick leave shall be cause for disciplinary action.

“Misuse” is considered the use of sick leave for that which it was not intended or provided. Examples of “misuse” may include, but are not limited to, the following:

1. Patterned sick leave usage before and/or after holidays.
2. Patterned period of sick leave usage before and/or after weekends or regular days off;
3. Patterned period of sick leave usage after pay days;
4. Absence following overtime worked;
5. Continued pattern of maintaining zero or near zero leave balances; and/or
6. Excessive absenteeism – the use of more sick leave than is granted.

Leave required by federal or state law such as Family and Medical Leave and Workers’ Compensation shall not be considered when determining if there is misuse of sick leave.

If a supervisor believes that an employee is misusing sick leave, the supervisor has the discretion to require a suitable explanation or documentation to determine whether the sick leave was used in accordance with this policy.

4.14 **No Payment for Sick Leave upon Termination.**

Upon termination of employment with the NCRTD, an employee shall not be paid for sick leave that has been accrued but not used.

4.15 **Reporting Sick Leave.**

Sick leave must be reported to the Executive Director, or the employee’s immediate supervisor, at a minimum, two hours in advance of the employee’s start of their work day. Failure to
report their absence at a minimum of two hours prior to the start of their work day may result in the employee’s leave being unapproved by the Executive Director or their supervisor. (Collective Bargaining Unit employees, please refer to your CBA.)

4.16 Exhaustion of Sick Leave and Absence without Leave.

If an employee has exhausted earned sick leave, and requests additional time off the Executive Director may either elect to reduce balances on any other leave such as vacation or compensatory leave or proceed with appropriate action under these rules in the event the employee fails to report for work as required.

4.17 Reporting Potential FMLA Eligible Leave.

Supervisors should refer all employees to Human Resources to the Family and Medical Leave policy when an employee has announced they will be out for more than Three (3) days regarding an employee’s absence from due to an injury, illness or temporary disability. If an employee’s absence is anticipated to be more than ThreeFive (3½) days, or once the employee exceeds five (5) days of absence, due to either their own illness/injury or to their family member’s illness/injury, the absence should be reported to Human Resources please refer the employee to Human Resources.

4.18 Reporting Return to Work Prior to Leave Expiration.

Employees not planning to return to work following an extended sick leave must notify their supervisor or the Human Resources Office prior to the expiration of the leave (as defined by the physician’s statement). An employee who does not return to work within the time frame specified by a physician may be subject to disciplinary action.

4.19 Leave Without Pay.

A. The District may grant leave without pay (LWOP) either when required to do so by law or when, in the District’s sole discretion, it determines that the following criteria are met:

1. The employee has exhausted all applicable accrued leave and compensatory time;

2. The employee has demonstrated a clear and reasonable basis for taking leave;

3. The District will not suffer undue hardship by holding open the employee’s current position or is reasonably certain it will have a position of like status and pay available at the same work location upon the return of the employee from LWOP.

4. The leave period will not exceed thirty (30) consecutive calendar days (in the case of probationary employees) or six (6) consecutive months (in the case of Classified Employees).

B. Employees shall not accrue sick or annual leave while on LWOP.

C. Employees are not eligible for paid holidays while on LWOP.
D. Employees who desire to continue insurance and other benefits provided by the District while on LWOP, must make advance arrangements to pay the employees share of monthly group insurance premiums for the covered employee and any covered dependents. Where the LWOP is granted on a discretionary basis (non-FMLA leave) the employee share of all employee benefits provided by the District shall be the full cost of the benefits. Failure to pay insurance premiums or other costs of benefits may result in cancellation of coverage. Payment will be due on the first day of the month but shall have a 30-calendar day grace period before the payment is deemed overdue and the District cancels or suspends the benefit program.

E. LWOP shall be recorded by the District on a Personnel Action Form.

F. Failure to report to work upon the expiration of approved LWOP may be grounds for disciplinary action up to and including termination.

G. Return from LWOP shall be recorded by the District on a Personnel Action Form.

H. The Executive Director is granted the maximum discretion permitted by law to implement the provisions of these Rules regarding LWOP as he or she deems necessary and appropriate for the efficient administration of the District.

I. Employees may be placed upon LWOP status involuntarily if they are the subject of Disciplinary Action that will result in termination.

4.20 Absence without Leave or Authorization.

A. Employees who fail to appear at work without authorized leave are considered absent without leave. Unauthorized absence may be grounds for disciplinary action up to and including termination.

B. An employee who is absent from work without authorized leave for three (3) days may be deemed by the Executive Director to have abandoned their job and voluntarily terminated their employment.

C. Employees who fail to obtain prior approval of leave where such prior approval is practicable may be subject to disciplinary action up to and include dismissal.

4.21 Administrative Leave.

The Executive Director may authorize paid administrative leave if there are exceptional circumstances and the Executive Director determines that granting paid administrative leave is in the best interests of the District. Paid administrative leave shall generally not exceed five (5) consecutive days. The Executive Director may grant additional administrative leave when deemed necessary and in the best interest of the District but shall promptly report any such extended administrative leave to the Board Chair along with an explanation of the bases for the leave. Nothing herein shall be deemed to require the Executive Director to grant administrative leave when requested or to limit the Executive Director’s authority to place employees on administrative leave where such action is permitted under these Rules or the law.

4.22 Voting Leave.

In accordance with the provision of NMSA 1978, Section 1-12-42 employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.
A. District management may specify the hours during this period in which the employee may be absent.

B. These provisions do not apply to any employee whose Work Day begins more than two (2) hours after the opening of the polls or ends more than three (3) hours prior to the closing of the polls.

C. An employee who abuses voting leave by using it for purposes other than traveling to and from the polling place and voting may be charged with Leave Without Pay and subject to disciplinary action.

D. The Executive Director shall promulgate such administrative policy as he/she deems necessary for the implementation and enforcement of this Rule regarding Voting Leave.

4.23 Court, Litigation or Jury Leave.

A. General Litigation. When employees are absent from work for a job-related reason involving litigation by the employee or the District (including testimony by employees at criminal proceedings arising from work or work-related functions where the employee is not a defendant) or regulatory proceedings, by or on behalf of the District, the employee shall be entitled to leave with pay for the required period. Litigation and regulatory proceedings shall include any depositions, required hearings and any related proceedings where attendance is either required by law or in the best interest of the District. Fees received as a witness, or for appearance, excluding reimbursement for travel and meals, shall generally be remitted to the District unless the employee elects to take annual leave.

B. Jury Service. An employee shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be remitted to the District.

C. Compulsory Hearings or Testimony. Employees required to attend court on District matters shall receive wages for up to their regularly scheduled hours. Paid leave shall be granted for all time spent in court, hearings, regulatory proceedings and related proceedings such as depositions and shall include net travel time, (actual travel time less the employee’s regular commute). Employees must submit any witness or appearance fees received, however they shall retain any travel expense reimbursements received.

D. Release from Jury Duty. An employee who is released from jury duty shall report to work upon release or contact their supervisor if it would not be feasible to return to work. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

E. At the employee’s option, the hours of leave provided under this rule may be taken as annual leave, provided that the employee has enough annual leave available. The employee under this circumstance may keep any compensation received from third parties for attendance at the proceeding.

F. Those employees who become involved in personal litigation or who testify or appear in non-District matters or are named as criminal defendants are not eligible for leave with pay, but may use accumulated annual leave subject to the conditions set forth in these Rules or the Collective Bargaining Agreement.
4.24 Military Leave.

The District shall provide such military leave as may be required by pertinent laws of the State of New Mexico and the United States of America for any District employee in the military service who is duly qualified for said leave.

4.25 Bereavement Leave.

A. In the event of the death of an employee’s Extended Family member, the District may grant up to three (3) days of bereavement leave for the employee to attend to the funeral arrangement and services. An additional leave of two (2) workdays may be allowed for necessary funeral travel time when approved by the Executive Director. Workdays are defined as the employee’s regular daily work schedule. Use of sick leave may be authorized in addition to bereavement leave when deemed appropriate by the Executive Director.

B. The District, in its discretion, may require some proof that a death in the family has occurred.

4.26 Domestic Abuse Leave

District employees shall be permitted to take up to 14 days of unpaid leave per year as Domestic Abuse leave pursuant to NMSA 1978, Section 50 -4A-1 et seq. The District may require that:

A. When domestic abuse leave is taken in an emergency, the employee or the employee's designee shall give notice to the District within twenty-four hours of commencing the domestic abuse leave.

B. The District may require verification of the need for domestic abuse leave, and, if so, an employee shall provide one of the following forms of verification through furnishing in a timely fashion:

1. a police report indicating that the employee or a family member was a victim of domestic abuse;

2. a copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse, but the document does not constitute a waiver of confidentiality or privilege between the employee and the employee's advocate or attorney; or

3. the written statement of an attorney representing the employee, a district attorney's victim advocate, a law enforcement official or a prosecuting attorney that the employee or employee's family member appeared or is scheduled to appear in court in connection with an incident of domestic abuse.

4.27 Paid Administrative Leave for Inclement Weather.

A. Full-Day Closing – The District in its sole discretion may elect to grant administrative leave due to inclement weather. Weather-related paid administrative leave shall be limited to an amount equal to the hours that the employee was scheduled to work and was unable to work or requested or permitted not to work due to the inclement weather. No paid administrative leave shall be granted in consideration of hours worked, hours already approved for leave, or for hours that the employee was not scheduled to work.
B. **Partial-Day Closing (delayed opening/early closing)** - In the event that normal reporting time is delayed by the District due to inclement weather, employees scheduled and available to work that day (not employees with previously approved leave) may be granted paid administrative leave for the period between their normal scheduled reporting time and the rescheduled reporting time. In the event of an early closing time, those employees actually working that day will receive paid time between the rescheduled closing time and their scheduled or normal closing time.

C. **Prior Leave Requests** - Employees who have sought or obtained any form of leave, or in the case of non-leave earning employees, have called to advise that they will not be reporting to work, are not be eligible for paid administrative leave under this rule or for a refund of leave balances.

4.28 **Critical Incident Leave.**

The Executive Director is authorized to allow usage of annual leave, sick leave or compensatory time for employees who are involved in critical incidents including but not limited to assaults or threats while on the job resulting in anxiety that may impair their ability to work effectively. A critical incident occurs when an employee is directly involved in on-duty violence or threats of violence. The leave is granted to allow the employee to recover from the adverse physical or psychological impacts of the incident. The employee shall be authorized to elect which type of leave to use. Where an employee is receiving compensation from worker’s compensation or other victim compensation relief programs the leave shall be authorized only to the extent that the employee’s pay plus other compensation does not exceed his or her regular pay. If more than one day of leave is required by the employee’s physician or mental health practitioner, then the District may require the employee be examined by a medical practitioner of the District’s choosing to give an independent assessment of the need for any additional leave.

RULE 5- **NON-DISCIPLINARY SEPARATION FROM EMPLOYMENT AND RETURN TO WORK**

5.1 **Layoff - Reduction in Force (RIF).**

A. The tenure for all classified employees in the District shall be continuous provided that they are not separated from employment pursuant to these Rules. However, this provision shall not be interpreted to prevent the layoff of employees by the District because of lack of funds or curtailment of work, when made in accordance with these Rules.

B. The Executive Director may propose to lay-off employees through a RIF only for shortage of work or funds, or other legitimate governmental reasons that do not reflect discredit on the services of the employees. The decision to lay-off employees using a RIF shall be made by the Board. All other separations from employment shall follow the pertinent.

C. Nothing in this rule shall limit the ability, prerogative or necessity of the Board to direct the Executive Director to conduct a reduction-in-force for any and all positions and any and all departments.

D. In the event that the Board determines that the District should lay-off employees through a RIF, the Executive Director shall identify organizational units and submit a written RIF plan to the Board for approval. Such organizational units may be recognized on the basis of function, funding source or other factors.
E. The Executive Director shall define the classifications that will be affected within the
organizational units and shall provide a rationale for recommendations made in the RIF plan.
Prior to submitting the RIF plan to the Board for approval, any employee objecting to the RIF
plan or to a layoff that would separate them from employment shall be given notice of their
right to a pre-RIF hearing and may request to meet with the Executive Director and shall be
allowed to present any arguments or information they have at the pre-RIF hearing.

F. All employees objecting to the RIF plan or who may be laid off shall be provided with notice
of any Board meeting at which a RIF plan is proposed for adoption and shall be given the
opportunity to be heard at the Board meeting.

G. Upon approval by the District Board of a layoff plan, the Executive Director shall initiate
layoffs according to the RIF Plan approved by the Board. The order of layoffs shall be
according to the RIF plan. Any employee laid off pursuant to a RIF plan shall be given fourteen
(14) calendar days prior written notice of the separation from employment.

H. Right of first refusal within the District. All employees affected by the lay-off shall be provided
the following opportunities for re-employment by the District following a layoff:

1. Employees to be affected by the reduction in force (RIF) shall be provided the right of
first refusal to any position to be filled within the District for which the employee meets
the minimum qualifications, at the same or lower pay range of the position the employee
currently holds, unless there is an actual layoff candidate from an earlier layoff
exercising reemployment rights for the position;

2. Affected employees shall compete only with other employees affected by the reduction
in force for positions subject to the right of first refusal;

3. The District’s list of eligible candidates for open positions subject to the right of first
refusal shall be comprised of those affected employees meeting the minimum
qualifications of the position;

4. The selection of employees from the list of eligible candidates shall be based on the RIF
plan and these Rules.

5. Employees shall have ten (10) days from the date of an offer to accept the position
unless another time period is mutually agreed upon.

6. Employees who do not accept an offer shall not lose the right of first refusal to other
positions but shall be removed from the list of eligible for the position offered. A laid-
off employee may refuse one right of first refusal offer. A second refusal of a right of
first refusal offer will serve as a voluntary resignation and the District will have no
further employment obligations to the laid off employee.

7. After six (6) consecutive months of layoff status, the District shall have no further right
of first refusal or employment obligation to the laid-off employee.

5.2 Return from Reduction in Force.
A. Former employees who were in classified status at the time of separation by a reduction in force and who are granted a right of first refusal under the previous Rule shall return to work as follows:

1. The sequence and timing of return to work shall be according to the RIF plan;

2. Offers of employment shall be made in writing and shall be delivered by a method that provides proof of service or attempted service;

3. A former employee who is offered and accepts employment after layoff shall occupy the position within fourteen (14) days of accepting the offer of employment or forfeit the right of first refusal and have no further right of first refusal.

B. Former employees returned to work according to the provisions of this section shall have that period of time they were laid off counted as time in the service for District (non-PERA) purposes, and do not have to serve a new probationary period if re-employed into permanent status.

5.3 Furlough-Reduced work schedule.

A. In the event of the need for a furlough, the Executive Director shall submit a plan identifying organizational units to be affected by the furlough to the Board for approval to begin the furlough.

B. The furlough plan shall reduce the hours of employment for all employees within the organizational unit impacted proportionate to their regular work hours wherever possible. However, nothing in these Rules shall be interpreted as requiring the District to reduce hours in a manner that would impair District operations. Hours may be reduced on the basis of reduced operations, routes and services if such reduction is authorized by the Board approval of a furlough plan.

C. No furlough shall exceed twelve (12) months.

D. Employees shall be given at least fourteen (14) days written notice of a furlough that reduces their hours.

E. Employees shall be returned from furlough when the reasons for the furlough cease to exist. Any restoration of work hours for furloughed employees shall be allocated across all employees within the organizational unit impacted proportionate to their regular work hours.

5.4 Employee Medical Separation.

A. Employees who have suffered work related injury and cannot perform the essential functions of their position may be placed on modified duty as deemed necessary by the District and where such modified duty work is available.

B. Employees who have suffered a job-related injury which is compensable under the Workers’ Compensation Act and are physically or mentally unable to perform the essential functions of their pre-injury position, with or without reasonable accommodation, (to the extent required by the Americans with Disabilities Act) shall be involuntarily or voluntarily separated from employment without prejudice provided:
1. the employee has been afforded modified duty to the extent the work is available and possible;

2. all efforts to accommodate the medical restrictions of the employee have been made and documented; and

3. the District has made reasonable efforts to find other suitable vacant positions at the same or lower pay of the pre-injury/pre-illness position for which the employee meets the established requirements and can perform the essential functions of the job, either with or without reasonable accommodation, or

4. The employee has exhausted all paid leave and FMLA leave, and

C. A former employee who has separated from employment due to job-related injury and who has received or is due to receive benefits under the Workers’ Compensation Act or the New Mexico Occupational Disease Disablement Law shall have reemployment rights in accordance with the provisions of Section NMSA 1978, 52-1-50.1 or 52-3-49.1. A former employee may apply for his or her pre-injury job or modified job similar to the pre-injury job, or any job that pays less than the pre-injury job that the worker is qualified for subject to the following conditions:

1. the worker's treating health care provider certifies that the worker is fit to carry out the pre-injury job or modified work similar to the pre-injury job without significant risk of re-injury; and

2. the employer has the pre-injury job or modified work available.

D. Employees who have suffered a non-job-related injury or illness and are permanently unable to perform the essential functions of their pre-injury/pre-illness position with or without reasonable accommodation, (to the extent required by the Americans with Disabilities Act), as a result of the physical or mental disability created by the non-job-related injury or illness shall be involuntarily or voluntarily separated from employment without prejudice provided:

1. The District has made reasonable efforts to find other suitable vacant positions within the District for which the employee meets the established requirements and can perform the essential functions of the job, either with or without a reasonable accommodation (to the extent required by the Americans with Disabilities Act); and

2. The employee has exhausted all paid leave and FMLA leave.

E. Notice of Contemplated Medical Separation. To initiate the involuntary medical separation of an employee, the Supervisor shall serve a notice of contemplated medical separation to the employee which:

1. describes the circumstances that form the basis for the contemplated separation;

2. gives a general explanation of the evidence the District has;

3. advises the employee of his or her right to inspect and obtain copies of any documentary evidence relied upon;
4. specifies what the contemplated action is; and

5. states that the employee has fifteen (15) calendar days from the service of the notice to respond in writing to the notice or to request an opportunity for an oral response.

F. Response to Notice of Contemplated Medical Separation:

1. If there is a request for an oral response to the notice of contemplated separation, the Supervisor, or designee, shall meet with the employee within ten (10) days of a request for an oral response, unless the employee and Supervisor, or designee, agree to an extension of time.

2. The purpose of the oral response is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions, essentially a determination of whether there are reasonable grounds to support the proposed involuntary separation.

G. Notice of Final Medical Separation:

1. If the employee does not respond to the notice of contemplated separation, the Executive Director shall issue a notice of final separation within ten (10) days following the response period.

2. If the employee has filed a written response or has been provided an opportunity for oral response, the Supervisor shall provide recommendations to the Executive Director no later than ten (10) days from the date of the receipt of the response or the date of the oral response. The Executive Director shall render a written decision on the notice of final separation no later than ten (10) days from the date of the receipt of the Supervisor’s recommendation.

3. The written decision and the notice of final separation shall:
   a. Specify the action to be taken;
   b. Describe the circumstances which form the basis for the involuntary medical separation;
   c. Give a general explanation of the evidence;
   d. Specify when the final separation will be effective; and
   e. Inform the employee that the final separation may be appealed to an independent hearing officer by submitting a written appeal to the Executive Director within fifteen (15) days of the effective date of the separation. The appeal must specify the basis for the appeal.

H. Appeal of Final Medical Separation:

Appeals of the Executive Director’s decisions may be made pursuant to the provisions of these Rules regarding Appeals.
RULE 6 - DISCIPLINARY ACTIONS

6.1 Oral-Verbal and Written Reprimands

A. Supervisors may reprimand an employee for just cause whenever they violate these Rules, or the law. Oral-Verbal Reprimands shall be documented on a form prescribed by the Executive Director. Written Reprimands may be issued for just cause by the Executive Director with or without a recommendation of the direct Supervisor. Oral and Written Reprimands may not be administratively appealed but the employee may respond to the Verbal Oral or Written Reprimand and may require that a record of the response be included in the employee’s personnel file.

B. If after six (6) months of continuous employment (excluding all leave) from the effective date of an Oral-Verbal Reprimand the employee has:

1. shown improvement and;
2. no other infraction has occurred; and
3. the reprimand did not involve a safety violation;

then he/she may request that documentation of the Oral-Verbal Reprimand be removed from his/her personnel file. Such requests should be made to the Executive Director and approved by the respective supervisor. Approval shall only be granted if the employee demonstrates to the Executive Director’s satisfaction that the above criteria have been met.

C. Written reprimands will not be removed from an employee’s personnel file unless required by a court of competent jurisdiction.

6.2 Dismissal, Demotion, Suspension

The Executive Director shall have the authority to enforce and administer these Rules by all legal and proper means. Appropriate disciplinary action shall include Dismissals, Demotions and Suspensions. Demotions shall generally be utilized only in instances where the employee has demonstrated an inability to perform job duties and has performance or attendance issues but has not engaged in willful or negligent misconduct under these Rules. Even in the absence of an appeal by the employee, the Executive Director, by his own authority, may affirm, modify, or reject any Disciplinary Action taken by a Supervisor.

A. Employees in limited-term, temporary, emergency or probationary status may be dismissed, suspended, or demoted without cause and for any reason the Executive Director deems appropriate. Employees must be advised in writing of the reasons for the dismissal, demotion, or suspension.

B. Classified employees (who have successfully completed their probationary or extended probationary period) may be dismissed, demoted, or suspended only for Just Cause.

C. The dismissal, demotion or suspension of a classified employee shall be accomplished according to the following procedures:
1. To initiate the suspension, demotion, or dismissal, the Supervisor shall serve a Notice of Contemplated Action on the employee by such means as are reasonably calculated to ensure the employee has actual notice of the proposed Disciplinary Action. In general, the District shall send the notice by registered mail to the employee’s current address as indicated in the employee’s personnel file. Additional notice may be given in person, by electronic mail or in any other manner that the District deems appropriate.

2. The Predetermination Meeting shall be set for a date within ten (10) working days of the Mailing of the Notice of Contemplated Action.

Within ten (10) days from the date of the predetermination meeting, the Supervisor or designee shall notify the employee in writing if no disciplinary action will be taken or shall serve the employee with a Disciplinary Action Form and supporting documentation. The Disciplinary Action Form shall state what disciplinary action is being recommended and when the proposed action will take effect, absent an appeal to the Executive Director.

No Disciplinary Action shall be final until the Executive Director has approved and signed the Disciplinary Action Form.

D. The dismissal, demotion or suspension of an At-Will employee may be accomplished according to the preceding procedures for Classified employees, but the District reserves the right to abridge or suspend the procedural protections for an At-Will employee to the maximum extent permitted by law. The District may, in its sole discretion, elect to offer Exempt and At-Will employees the option to voluntarily resign their position prior to taking a Disciplinary Action under these Rules.

E. A notation shall be made in the Personnel file of employees terminated by the District to indicate any restrictions on rehiring pursuant to these Rules.

6.3 Appeals of Dismissals, Demotions and Suspensions.

A. If an employee wishes to appeal a dismissal, demotion, or suspension, the employee shall submit a written Notice of Appeal to the Executive Director within ten (10) days from receipt of the Disciplinary Action Form. The written notice of appeal shall state the specific reason(s) the employee disagrees with the discipline and any other basis for the appeal.

B. The Executive Director shall review the written Notice of Appeal and respond in writing by preparing a written Notice of Final Decision within ten (10) days from the date of actual receipt of the Notice of Appeal. The Executive Director’s decision may affirm, modify, or reject the disciplinary action. The Executive Director may, within this time period, request a meeting with the employee to discuss the appeal and its resolution.

C. The Executive Director may, when deemed in the best interest of the District, extend the time limit for providing the employee with the Notice of Final Decision.

6.4 Appeal of the Notice of Final Decision.

A. Selection of Hearing Officer.

Only suspension, demotions and termination may be appealed under this section. In order to file a valid appeal under this section, an employee shall submit a written Notice of Appeal to
the Executive Director within) ten (10) calendar days of receipt of the Executive Director’s Notice of Final Decision. The Executive Director shall, within twenty (20) days from the date of service of the Notice of Appeal, appoint an independent hearing officer to hear the appeal. Appeals not filed within ten (10) days shall be dismissed for lack of jurisdiction.

1. The hearing officer shall be a licensed New Mexico attorney or a person experienced in personnel administration. The NCRTD shall maintain a schedule with the names of one or more persons qualified under these rules who is willing and able to fulfill the requirements of hearing officer.

2. Prior to proceeding with the appeal, the hearing officer shall provide each party an opportunity to state any objections they have regarding the hearing officer. After considering any objections, the hearing officer in his or her sole discretion shall determine whether he or she can afford a fair and impartial hearing.

3. The hearing officer shall verify to both parties that he/she has no conflicts of interest and can remain fair and impartial prior to proceeding with the appeals hearing.

4. No person shall discuss the merits of the appeal with the designated hearing officer unless both parties are present or their representatives are present. Ex parte contacts and any other actions which could cause bias are prohibited and shall be regulated by the hearing officer to ensure the process remains fair and impartial. Hearings on appeals shall comply with the requirements of fundamental due process and shall at a minimum provide, notice, an opportunity for the parties to be heard, the opportunity for parties to submit witnesses and evidence under oath, and the right to cross-examination.

B. Hearings.

1. The hearing officer will determine the date and time of the hearing.

2. A party may appear at the hearing through a representative, provided such representative has made a written entry of appearance and divulged any potential conflicts of interest prior to the hearing date.

3. The hearing officer may clear the room of witnesses not under examination, if either party so requests. The District is entitled to have the Executive Director or his/her designee, in addition to its representative, in the hearing room during the course of the hearing, even if the person may testify in the hearing.

4. The District shall present its evidence first.

5. Oral/Verbal evidence shall be taken only under oath or affirmation.

6. Each party shall have the right to:
   a. Make opening and closing statements;
   b. Call and examine witnesses and introduce exhibits; and
   c. Offer rebuttal evidence.
d. Cross-examine the opposing party’s witnesses.

7. The hearing shall be conducted in an orderly and informal manner without strict adherence to the rules of evidence that govern proceedings in the courts of the state of New Mexico. In order to support the hearing officer’s decision, there must be a residuum of legally competent evidence admissible to support a verdict in a court of law.

8. The hearing officer shall admit all evidence, including affidavits, if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs. The hearing officer shall exclude immaterial, irrelevant, or unduly cumulative testimony.

9. The hearing officer may take administrative notice of those matters in which courts of this state may take judicial notice.

10. The rules of privilege shall be effective to the extent that they are required to be recognized in civil action in the District Courts of the State of New Mexico.

11. The hearing shall be recorded by a sound-recording device under the supervision of the hearing officer.

12. The District carries the burden of proof by a preponderance of the evidence.

13. At least fifteen (15) days prior to the hearing, the parties must submit to the hearing officer:
   a. a position statement
   b. a witness list
   c. an exhibit list.

14. At least five (5) days prior to the hearing a party must file any objections to the other party’s witnesses or exhibits with the hearing officer. Witnesses who are not disclosed by this deadline or the deadline contained in a pre-hearing order, if any, shall not be permitted to testify except for good cause shown and to prevent manifest injustice.

C. Hearing Officer’s Decision

1. The hearing officer’s decision shall be issued within twenty (20) days of the hearing, unless an extension is otherwise agreed to by the parties. The hearing officer’s decision shall include findings of fact and conclusions of law. The hearing officer shall provide a copy of the decision to the parties by registered mail.

2. The hearing officer may uphold, modify, or reverse the decision of the Executive Director.
3. In the event that the hearing officer order includes an award of back pay, the employee shall provide the District with a sworn statement and documentation of any gross earnings and unemployment compensation since the effective date of the disciplinary action. The District shall be entitled to offset earnings and unemployment compensation received during the period covered by the back pay award against the back pay due. The hearing officer shall retain jurisdiction of the case for the purpose of resolving any disputes regarding back pay.

4. The decision of the hearing officer shall be the final step in the administrative process provided for by these Rules.

RULE 7 - ADMINISTRATIVE DISPUTE RESOLUTION PROCEDURES

7.1 Purpose

The purpose of this procedure is to secure, in an atmosphere of courtesy and cooperation, an equitable solution to personnel matters, employment practices, or job-related conflicts that may arise. This procedure may not be used for appealing disciplinary actions. Disciplinary actions must be appealed according to the provisions in preceding Section of this Rule.

7.2 Jurisdiction.

All classified employees and limited term, non-probationary employees within the District are afforded the right to utilize the Administrative Dispute Resolution Procedures.

When two or more disputes are filed which require investigations of a common question of law or fact arising out of the same circumstances, the Executive Director may consolidate them into one dispute.

Disputes must be current, concerning matters having taken place within ten (10) days of the violation.

Case files and record keeping of hearings are the Executive Director’s or designee’s responsibility.

7.3 Dispute Defined.

A dispute may be considered as an expressed dissatisfaction, whereby an employee believes that he/she has been unfairly treated in violation of the District’s Personnel Rules and Regulations regarding personnel matters. These Rules and Regulations are expressly limited to personnel disputes and do not cover non-personnel matters or matters that are covered by a separate legal regime such as worker’s compensation.

7.4 Form of Complaint.

The Complaint shall at a minimum contain the following. However, the lack of complete information at the time of filing shall not constitute grounds for refusal to accept a complaint.

A. The date on which the alleged violation of the Rule took place.

B. The specific Rule allegedly violated and about which the complaint is made.

C. Facts and other pertinent information to support the allegations.
D. The remedial action sought by the complainant.

7.5 Complainant’s Rights.

At any stage during the presentation of the complaint, including the counseling stage, the complainant shall be free from restraint, interference, coercion, discrimination, or reprisal and shall have the right to be accompanied, represented, and advised by a representative of his/her own choosing.

7.6 Review Procedures.

A. Step 1: Immediate Supervisor Level

Employee submits, in writing, his or her complaint in regard to a violation of the Rules within ten (10) days of the violation, to his or her Supervisor. The Supervisor shall respond within ten (10) days of receipt of the written complaint by speaking with the employee. If the complaint is not resolved at this meeting, the immediate Supervisor shall provide to the employee a written response. If a satisfactory solution is not reached within ten (10) days after speaking to the immediate Supervisor, the grievance may be submitted to Step 2 by filing the complaint with the next higher Supervisor within five (5) days after receipt of the written response by the immediate Supervisor. If the immediate Supervisor is the highest level of Supervisor for the employee, the grievance shall be moved directly to Step 3.

B. Step 2: Second Level

If the complaint is not satisfactorily resolved at Step 1, the complaint may be submitted to any intermediate Supervisor who is above the direct supervisor but below the Executive Director. The intermediate Supervisor shall respond in writing within ten (10) days of receipt of the written complaint and may, within this time period, request a meeting with the employee to discuss the complaint and its settlement. If the complaint is not satisfactorily resolved at this level, the complaint may be submitted to Step 3 by filing with the Executive Director within five (5) days after receipt of the written response by the intermediate Supervisor.

C. Step 3: Executive Director

If the complaint is not satisfactorily resolved at Step 2, the complaint may be submitted to the Executive Director. The Executive Director shall respond in writing within ten (10) days of receipt of the complaint and may, within this time period, request a meeting with the employee to discuss the complaint and its resolution. The Executive Director’s decision shall be final.

RULE 8 – RECORDS AND REPORTS

8.1 District Official Personnel Records.

The official personnel records for each employee of the District shall be maintained in the Human Resources Office. Such records shall include a copy of the employee’s application, the original copy of each performance appraisal report, and any other PAF or other pertinent information. Such records shall be made available for inspection by the employee and his/her supervisors, as well as any person employed by the District and authorized by the Executive Director to do so.
8.2 Employee Personnel Files.

Employees shall be provided a copy of any material placed in their official personnel record and may present a written response to any material in the record to be attached to the original material.

8.3 Confidentiality of Records.

A. The District shall maintain personnel records confidential to the extent permitted by law. Personnel records which are subject to inspection under the New Mexico Inspection of Public Records Act or other state and federal laws, or by order of a court of competent jurisdiction, or a validly issued subpoena, will not be kept confidential. Any personnel records may be inspected with the written permission of the employee or by authorized representatives, agents and employees of the district without the employee’s permission.

B. For the purpose of preserving the confidentiality of personnel records, the following records may be inspected by the public only with the written permission of the employee. These records include records pertaining to:

1. physical or mental examinations and medical treatment of persons confined to any institution, use of sick leave, FMLA leave;
2. letters of reference concerning employment, licensing, or permits;
3. letters or memoranda which are matters of opinion;
4. documents concerning infractions and disciplinary actions;
5. performance appraisals;
6. college transcripts; and
7. military discharge if other than honorable.

RULE 9 – EMPLOYEE BENEFITS PROGRAMS

9.1 Employees are eligible to receive the following benefits subject to the District and any third party rules and regulations governing said benefits:

A. Public Employees Retirement Association of New Mexico (PERA);
B. New Mexico Retiree Health Care Authority;
C. Social Security;
D. 457 Deferred Compensation Plan;
E. Insurance benefits;
F. Additional fringe benefits identified in these Rules and administrative policies.
G. Benefits conferred as a part of any District approved programs for employee recognition, employee wellness, and employee morale and team building.

9.2 Part-time Employees

Shall be eligible for participation in the above-mentioned benefits, on a pro-rated basis, subject to rules and regulations governing said benefits. Pro-ration is based on the ratio of hired hours to the number of hours in the normally scheduled work period.

9.3 Temporary Employees

Temporary employees shall not be eligible for participation in the benefits identified herein. When a temporary employee is converted from temporary to regular or limited-term, without a break in continuous service, the following shall apply:

A. Eligibility for participation in retirement benefits shall be based on the date the employee was converted to probationary, or limited-term status.

B. The service date, as defined in these rules and regulations, shall be used in computing annual leave and sick leave;

C. Eligibility for participation in any pay increase process shall be based on the date the employee was converted to probationary, or limited-term status;

D. If the employee is converted to a Classified or limited-term position, the date of this conversion shall be used in computing the probationary period.

9.4 Limited-term Employees

Shall be eligible for participation in benefits:

RULE 10- Continuing Education and Tuition Assistance.

10.1.1 Eligibility

A. All full-time non-probationary employees whose annual performance has been rated as satisfactory or better are eligible for reimbursement. Part-time non-probationary employees working 210 hours per week or more whose performance has been rated as satisfactory or better will be eligible for reimbursement on a pro-rated basis according to the number of hours worked. Temporary and probationary employees are not eligible for reimbursement.

B. An employee must have worked for the District for a period of one continuous year. Temporary service does not apply toward the one-year period.

C. Guidelines

Reimbursement will only be made for coursework through an accredited college or university (including on-line coursework). An accredited college or university is one that is recognized by one of the following regional accrediting associations:
1. North Central Association
2. Northwest Association
3. Middle States Association
4. New England Association
5. Southern Association
6. Western Association
7. Distance Education Accrediting Commission

10.240.2 Course Requirements

Courses must meet one of the following guidelines to be eligible for reimbursement:

A. Degree Seeking Students:
   a. Any class necessary to obtain a degree (must be related to the employee’s current position or to any position within the district and with the authorized Career Path Plan approved by the Human Resources Director.) If there is any question about the relationship, employee should provide a written explanation.
   b. Employees may be reimbursed 100% (subject to the availability of budgeted funds) of eligible tuition fees up to twelve (12) credit hours per calendar year provided the employee receives a grade of “B” or better in the class. Employees who feel they are unable to earn a “B” (3.0) or better due to a disability and would like to request a reasonable accommodation, should contact the Human Resources Director. The employee will provide a disability certification from the college or university and each request will be reviewed on a case-by-case basis. Maximum reimbursements will be equivalent to $2,500 per fiscal year for each eligible Employee (see above). PASS FAIL COURSES ARE NOT COVERED.
   c. d. The District will not pay for incidentals not covered by tuition, such as books, parking, lab fees, travel expenses and supplies, etc..
   d. Employees must use personal time to attend class(es) unless prior approval has been granted by the Department Head.
   e. Employees who receive financial assistance for their education from other sources (i.e. scholarships, grants, etc.) must disclose the source and amount on their Tuition Reimbursement Application. Based on the amount of financial assistance received, the District will adjust the tuition reimbursement.
   f. In order to assist with budgeting, employees must declare in advance their intent to take classes and must receive approval prior to taking classes. If the employee does not obtain approval before the class starts, there is no guarantee that the request for reimbursement will be approved.
   g. Funds for reimbursement will be deducted from the department’s budget and are subject to limits imposed by the annual budget.
3. Application Process
   a. Employees must submit a Tuition Reimbursement Application Form prior to the start of classes. Also submit course of study and COPY OF TUITION RECEIPT.

   b. The employee must sign a reimbursement agreement authorizing the offset against his/her final paycheck in event that repayment may be necessary.

   c. The application will be routed to the employee’s supervisor, Department Head, Human Resources Director, and Executive Director for approval.

4. Reimbursement Process
   a. Upon completion of the class the employee must submit a copy of the approved Tuition Reimbursement Application Form, grade-slip showing a “B” grade or better for each class, and tuition receipt to their Department Head for processing. When applicable, state and federal taxes will be deducted.

   b. The reimbursement will be processed through Accounts Payable and the employee will receive a separate check.

5. Repayment
   a. A schedule of repayment will be given to each employee that has been approved for the Tuition Assistance program, once they have submitted their reimbursement. An employee that terminates employment must repay tuition reimbursements they have received within the last 24-12 months. Participating employees will receive a 24-month schedule, should the employee choose to leave.

   b. Payments will begin with the last paycheck and will be evenly distributed over a six-month period.

   c. If the employee’s last paycheck is distributed prior to Human Resources’ knowledge of the termination, repayment will be handled through the District’s billing process.

   c. After six months following termination, any unpaid balances will be forwarded to collections and the employee will be responsible for the cost of the collection, including any attorney fees and court costs.

   d. Exceptions to the repayment requirement may be made for special circumstances (i.e. retirement). Exceptions may be granted through the Department Head, with recommendation of the Human Resources Director and final approval by the Executive Director.

RULE 111 – WORKER’S COMPENSATION BENEFITS

11.1 Reporting on the Job Injuries
Employees are insured under the provisions of the New Mexico Worker’s Compensation Act, NMSA 1978 §§ 52-1-1 et seq., (the “Act”) for job-related injuries or occupational illnesses and both the employer and employees must fulfill their respective legal duties under the Act including reporting on-the-job injuries.

A. Employees are required to report all on the job accidents, regardless of how minor. The supervisor shall ensure that the employee immediately receives all required medical treatment.

B. An NCRTD accident form is available from the Human Resources Office and shall be completed by the employee. Employer’s First Report of Injury or Illness packet shall be completed by the supervisor within 24 hours of the incident. In addition, the employee must submit a HIPAA compliance Authorization for Disclosure of Protected Health Information form within twenty-four (24) hours of the incident, whenever possible.

11.2 Medical Procedures

A. Emergencies.

In the event of traumatic on the job injury/illness situations or when a medical emergency exists, the employee may go to the nearest emergency room or urgent care center. All follow up medical treatment must be coordinated by a physician designated by the District. If the District has not designated a physician the employee may see their personal physician.

B. Non-emergencies.

An employee with a non-emergency, work related injury/illness shall see a physician designated by the District or their personal physician. That physician will provide medical treatment and/or initiate all referrals for advanced or specialized care, depending upon the nature of the medical problem.

C. Post-Accident Alcohol and Controlled Substance Testing (CDL and non CDL).

These incidents are not covered under the Worker’s Compensation policy and instead shall be covered by the District's Drug and Alcohol policy.

D. Compensation.

The decision to approve or deny a claim for benefits is made by the District’s insurer of record, not by the District itself. If an employee’s claim is approved for benefits, any and all payments relating to the injury/illness will be made directly by the District’s insurer.

E. Waiting Period.

There is a seven (7) day waiting period before an employee becomes eligible to receive payment for lost wages. Employees shall use sick leave; vacation leave or accumulated compensatory time for any time missed from work due to the work-related injury/illness so that pay will continue from the District. If available leave has been exhausted, the employer will grant Leave without Pay (LWOP) for missed work time and all applicable provisions of the personnel rules will apply including those related to the payment of insurance premiums.

F. FMLA leave.
Any applicable FMLA leave for serious health conditions as defined under FMLA, will run concurrently with employee’s worker's compensation absence. Because worker's compensation absences are not unpaid leave, the provisions for substitution of paid leave is not applicable. An employee whose Worker’s Compensation leave exceeds the FMLA leave period and who has exhausted all paid leave will be placed on LWOP pursuant to Section 4.13 of the personnel rules and all applicable provisions will apply including those related to the payment of insurance premiums.

**RULE 12 – RETURN TO WORK (FROM ILLNESS/INJURY) PROGRAM**

12.1 Generally, the District’s Return to Work (RTW) Program attempts to provide temporary modified work duty to employees who have suffered an injury or illness and as a result are not immediately able to return to their regularly assigned duties without modification to their work duties. The goal of the RTW Program is for the District to retain and accommodate injured/ill employees and to work with the employee’s physician to transition the employee back to full, unrestricted and unmodified work duties. The availability of modified work duties under the RTW Program is within the sole discretion of the District unless otherwise required by law. Notwithstanding any rule or provision herein to the contrary, the District shall at all times comply with requirements of the Americans with Disabilities Act and shall provide reasonable accommodations and such other measures as are required by law in the case of disabled persons.

12.2 Employees who experience an on the job injury or illness which results in their temporary inability to return to the full range of duties of their regular position classification, shall accept transitional work assignments if offered by the District.

12.3 Employees who experience an off the job injury or illness which results in their inability to return to the full range of duties of their regular position classification may be eligible for transitional work assignments if offered by the District and if consistent with the provisions of New Mexico and District workers’ compensation laws, rules and regulations.

12.4 Transitional work assignments will consist of work which is within the restrictions outlined by the employee’s health care provider. The employee’s health care provider must provide a specific listing of limitations and the anticipated recuperation time prior to the employee’s returning to work without limitations. Such assignments may include, but are not necessarily limited to:

A. Part-time or fulltime, with a temporary waiver of certain regular duties (reasonable accommodation), in an employee’s regular position classification; or

B. Part-time or full time in another capacity.

12.5 The District may require an employee to submit to an examination by a physician chosen by the District at the District expense, if the duration of the temporary assignment appears to be excessive, if the restrictions or limitations cannot be adequately interpreted or clarified with the employee’s physician, or if the District has reason to believe the employee’s release for duty is inconsistent with job requirements.

12.6 Employees assigned to transitional work assignments will receive their regular hourly rate of pay for their regular job classification for the number of hours worked in the transitional work assignment.

12.7 Assignment to transitional work depends upon the availability of such work and of work suitable
to the employee’s medical restrictions. A transitional work assignment may be terminated at any time by the District.

12.8 Priority will be given to workers with job related injuries or illnesses and employees with non-job related injuries or illnesses who seek similar accommodations may be subject to personnel actions, modified work assignments or work schedules, or required use of leave in order to provide transitional work assignment to an employee injured on the job.

12.9 In no event will a modified duty assignment last for more than ninety (90) days in a 12-month rolling calendar year. This applies to both work-related and non-work related conditions. The 90 days may be continuous or intermittent. If the employee is not able to return to full duty following 90 days of continuous or intermittent modified duty assignment, an evaluation will be conducted by the Human Resources Office to identify available options, which may include consideration of medical retirement or separation. The District reserves the right, for good cause, to discontinue a modified-duty assignment at any time. Good cause shall include, but not be limited to, unavailability of temporary work, operational requirements of the District which make temporary assignment impracticable, or the employee’s inability to satisfactorily perform the duties of the modified duty assignment.

12.10 Employees refusing to work transitional work assignments may not be eligible for workers compensation benefits or paid leave benefits. Transitional work assignment for employees with workers’ compensation claims or receiving workers’ compensation benefits will be made consistent with the provisions of New Mexico Worker’s Compensation Act, NMSA 1978 §§ 52-1-1 et seq., (the “Act”) along with State and District rules. Employees refusing transitional work assignments maybe subject to corrective action. If the employee’s health care provider will not authorize transitional work, the District may take appropriate action as allowed by law.

12.11 Employees unable to return to work due to injury or illness maybe separated from District employment as provided for under these Rules.
DEFINITIONS

All terms capitalized for other than grammatical purposes shall have the following meanings:

**Accretion:** Accretion, in the employment context, is the addition, without an election, of a group of employees to an existing bargaining unit. Accretion occurs by operation of law. When some employees are transferred to another employing entity whose employees are already represented by a union, accretion will often occur when those employees have "accredit" to (i.e., become part of) the existing unit of the new employer, with the result that the transferred employees have a new exclusive representative along with a new employer.

**Administrative Dispute:** A written statement of dissatisfaction about the administration of the Personnel Rules and Regulations of the District as it affects an individual employee or group of employees.

**Administrative Leave:** Leave that is authorized by the Executive Director with or without pay for an employee during the time a fact-finding investigation or other administrative proceeding is pending completion or in other circumstances deemed in the best interest of the District.

**Anniversary Date:** The initial date of employment in a budgeted position and the date from which vacation leave, sick leave and longevity will be computed.

**At–Will Employment:** The employment relationship of employees hired with a written understanding and agreement at the time of employment that they may be terminated at any time with or without cause or notice.

**Board:** means the Board of Directors of the NCRTD.

**Bona fide occupational qualification:** Means a qualification reasonably related to the satisfactory performance of the duties of a job, and for which where there is factual basis to believe that a person lacking the qualification would be unable to perform satisfactorily the duties of the job with safety and efficiency.

**Candidate:** Means any person who has qualified under these Rules for employment in a specific classification and who may or may not have an outstanding job offer from the District but who has not yet become an employee.

**Classification:** Means one or more positions so similar in the essential character of their duties and responsibilities that the same pay range, title, and qualification requirements can be applied.

**Classification Title:** A name assigned to a position that indicates a particular level of rank and specific duties and responsibilities. This term is sometimes used interchangeably with the term Job Title.

**Classification and Compensation Plan:** The District’s official plan that classifies positions and sets compensation rates.

**Compensation:** means the salary or wages and all other forms of valuable consideration earned by, or paid to, any employee in remuneration for the services in any position.

**Day or Days:** any reference to day or days means business day or days and shall include normal dates of operation and excludes weekends and holiday unless these rules expressly provide otherwise.
**Demotion.** A demotion is an action changing an employee’s position to another position with a lower salary range and a reduction in pay. Demotions only may be made to a position in a classification for which the employee is qualified. Demotions shall generally be used only where an employee has performance or attendance issues and has not engaged in willful or negligent misconduct constituting a violation of these Rules.

**Disabilities:** A physical or mental impairment that substantially limits one or more major life activities of an individual, a record of such impairment, or being regarded as having such an impairment.

**District:** The North Central Regional Transit District.

**Disciplinary Action:** There are several types of disciplinary action that may include, whether individually or in combination, an official reprimand (verbal or written), suspension, reduction in salary, demotion, or termination.

**Disciplinary Action Form:** means a form or forms approved for use by the Executive Director for the purposes of documenting the District’s decisions regarding Disciplinary Action.

**Dismissal.** A dismissal is separation of an employee from his/her employment with or without cause.

**Division or Department:** A major functional subdivision of the District organizational structure that is accountable to the Executive Director. Divisions and Departments shall mean such subdivisions as may, from time to time, be shown on any organizational chart promulgated by the Executive Director.

**Division or Department Guidelines:** Guidelines issued by a division manager and approved by the Executive Director designed for specific types of activities within a division’s operation.

**Domestic partner:** means any person living in the same domicile as the employee or prospective employee.

**Domestic Violence or Domestic Abuse.** means a pattern of coercive tactics carried out by an abuser against an intimate partner or family member (the victim) with the goal of establishing and maintaining power and control over the victim. These coercive tactics can be physical, psychological, sexual, economic and/or emotional.

**Drug and Alcohol:** As defined in the District’s adopted Drug and Alcohol policy.

**Employee:** A person occupying a position in the District service. Such persons include, but are not limited to, the following types of employees:

1. **Classified Employee:** means a budgeted, full or part-time position, duties of which do not terminate at any stated time. Classified employees also means an employee who is eligible for overtime compensation and other protections and provisions of the FLSA.

2. **Exempt Employee:** means a budgeted, full or part-time position, exempt from the classified service under FSLA.

3. **Temporary Employee:** means the employment of a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed twelve months of employment unless otherwise approved by of the Executive Director.
4. **Limited Term Employee:** means the employment of a person for a designated period of time, usually in excess of one (1) year, for a limited and specified time period, e.g., one year or longer subject to funding for the project or program.

5. **Emergency Employee:** employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District.

6. **Intern:** means a student or trainee who works, sometimes without pay, at a trade or occupation in order to gain work experience.

**Essential Functions:** The fundamental job duties of any particular employment position. The term “essential function” does not include the marginal functions of the position. The job function may be essential for any or several reasons including, but not limited to, the following:

- the reason the position exists is to perform that function;
- there are a limited number of employees available among whom the performance of that job function can be distributed; or
- it is necessary to ensure that life or safety is not jeopardized.

**Executive Director:** means the chief executive officer of the North Central Regional Transit District (“District”) or a person designated in writing to act on behalf of the Executive Director, who is responsible for the administration and supervision of all District activities including the appointment, hiring, and retention of all employees, management of any divisions or departments which may be created, and ultimate supervisory responsibility for all employees of District.

**Extended Family:** includes an employee’s spouse or domestic partner, child, father, mother, brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current son-in-law, and current daughter-in-law.

**Fair Labor Standards Act (FLSA):** A federal law enacted by the United States Congress in 1938, which sets minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees who are covered by the Act.

**Family Medical Leave Act (FMLA):** A federal law which generally entitles qualified employees to up to 12 weeks of unpaid leave per year for the birth, adoption or placement for foster care of a child, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition.

**Furlough:** means the temporary placement of an employee in a reduced work hour schedule, which can either be partial or full time, due to lack of work or funds.

**Immediate Family Member:** means an employee’s spouse, domestic partner, child or parent.

**Hire Date:** The date that a newly hired employee (temporary or probationary) begins work for the District.

**Intimate Partner:** includes people who are legally married to each other, people who were once legally married to each other, people who have had a child together, people who live together or who have lives together, and people who have or had a dating or sexual relationship, including same sex couples.
**Just Cause**: includes, but is not limited to:

1. Violation of or failure to comply with the Federal or State Constitution, Statutes, or District Policies, District Rules and Regulations and District Resolutions;

2. Indictment by a grand jury;

3. Conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse effect on the employee’s ability to carry out their duties or upon the reputation of the District;

4. Careless, negligent, or improper use of District property, equipment, or funds;

5. Insubordination, which shall consist of violation of any official regulation or order, or failure to obey, comply or accept any proper directions made and given by a Supervisor in the course of employment, or any verbal ridicule of a Supervisor by an employee during the course of employment;

6. Inefficiency, incompetence or negligence in the performance of assigned job duties or failure to perform job requirements or job performance which continues to be unsatisfactory;

7. Disorderly conduct or threats or abuse of others;

8. Chronic tardiness or absenteeism, or the improper or unauthorized use of leave privileges or benefits;

9. Stealing from the District or from other employees;

10. Taking unauthorized leave or job abandonment.

11. Failure to obtain and maintain a current license or certificate required as a condition of employment;

12. Intentional falsification or mishandling of District records;

13. Fraud in securing employment with the District or attempting to secure a promotion or a position by political influence;

14. Unauthorized or illegal use, sale, or possession of alcohol or illegal drugs, or being under the influence of such substances while on duty;

15. Unauthorized discussion or release of confidential information documents or records;

16. Harassment and/or discriminatory behavior towards any person because of their membership in a Suspect Class; or

17. Action which reflects poorly upon the integrity of the District.
Manager: An employee hired and/or appointed by the Executive Director assigned to manage internal staff, and/or who plans, organizes, integrates, coordinates, and controls the activities of others. A manager may be held accountable for the performance of people, services, systems, programs and resources and can change their direction, objectives and assignments to meet performance and business needs.

Notice of Appeal: means any written document prepared by an employee or his/her agents that unambiguously states that the employee disputes a specific Disciplinary Action and seeks further review of said Disciplinary Action. Failure to use District forms or proper terminology shall not deprive an employee of his/her opportunity to appeal a Disciplinary Action so long as the writing clearly identifies that challenged action, is dated and signed by the employee or his/her agent, and is received by the District within the time allowed for appeals. Although no specific form of service is required, proof that an appeal was timely filed is the responsibility of the employee.

Notice of Contemplated Action: means a written notice to an employee which: describes the conduct, action, or omissions which form the basis for contemplated Disciplinary Action; gives a general explanation of the evidence the Supervisor has regarding the alleged violation of these Rules; specifies what disciplinary measures or corrective action may be taken; and states the date, time and place of a Predetermination Meeting, and that the employee may waive the right to the meeting by notifying the Supervisor in writing prior to the start of the meeting.

Notice of Final Decision: means a document prepared by or on behalf of the Executive Director that:

- Documents the date, time and place of the predetermination meeting;
- Identifies specific employee misconduct;
- Specifies the disciplinary action, if any, to be taken;
- Specifies the effective date of any dismissal, demotion, or suspension which must be at least seven (7) days after the date of the Notice of Final Decision (during this seven-day period the Executive Director may place the employee on LWOP or paid administrative leave if deemed in the best interest of the District);
- Informs the employee that the Disciplinary Action may be appealed to an independent hearing officer by submitting a written appeal to the Executive Director within fifteen (15) days of the effective date of the dismissal, demotion, or suspension; and
- Is delivered personally to the employee by the employer or by registered mail to the employee’s last address on record.

Notify or Notification: means providing a person with information by any means reasonably calculated to achieve actual notice. In general, the District shall provide notification in person where possible, by registered mail, where mailing is necessary or desirable, by e-mail where the recipient has an active and functional e-mail account and by phone where exigent circumstances warrant.

Oral–Verbal Reprimand: Means a disciplinary action taken by a Supervisor to caution an employee regarding misconduct constituting a violation of these Rules. Although the reprimand is cautionary and may not incur further action by the Supervisor, it may be used as the basis for subsequent action in the context of progressive discipline. Oral–Verbal Reprimands are given to the employee verbally but documented with the Human Resources office in writing.
**Personnel Action Form:** Means any form the District elects to utilize to document any employment or administrative action by the District under these Rules or the administrative regulations of the District.

**Predetermination Meeting:** Means a meeting with an employee and one or more Supervisors to discuss alleged facts that may constitute a violation of these Rules and at which the employee is given a chance to make any statements, assertions or contentions that may influence the District’s decision regarding a proposed Disciplinary Action. At the predetermination meeting the employee shall have the grounds and the proposed action explained to him/her and shall have the right to respond. The purpose of the response is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions. The District will use the information gathered from the meeting to make a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. The employee shall have the right to representation and the meeting may be recorded by either party.

**Probationary Period:** A working trial or orientation period ranging from six to twelve months during which an employee demonstrates, by actual performance, the employee’s ability to perform the duties of the position for which the employee has been hired.

**Position:** The official rank within a given classification and held by an employee with a descriptive title.

**Promotion:** A change in the employment status of an employee to a position in a higher classification with a higher rate of pay and increased responsibility.

**Protected Class:** For purposes of these Rules a Protected Class shall mean a person who is protected legal interests due to belonging to any of the following classes:

- Race
- Color
- National origin
- Religion
- Sex (including pregnancy, childbirth, and related medical conditions)
- Disability
- Age (40 and older)
- Citizenship status
- Genetic information
- Marital status
- Sexual orientation (includes perceived sexual orientation
- Gender identity
- Serious medical condition
- Use of Domestic abuse leave

**Range:** The limits set for the minimum and maximum rates of pay within a given classification.
Rate of Pay or Pay: The amount of money allocated for payment to an employee whether hourly or by way of a salary. Pay may be indicated as hourly even for salaried employees solely for the convenience of District administration notwithstanding the fact that the pay is on a salary basis.

Reclassification: The process of reassigning a position to a different classification for non-disciplinary reasons.

Retirement: Official retirement from a budgeted position and District service that is available when the requirements of the employee’s retirement system are met.

Separation Date: The last day of an employee’s work in District service, after which no vacation or sick leave is accrued or used.

Sexual Harassment: The Equal Employment Opportunity Commission (EEOC) defines Sexual Harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. The conduct is unwelcome, unwanted, or offensive and has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Stalking: A pattern of conduct over a period of time, however short, which evidences a continuity of purpose and includes physical presence, telephone calls, e-mails and any other type or correspondence sent by any means.

Supervisor: An employee hired and/or appointed by the Executive Director assigned to direct and evaluate the work of other employees within a designated work unit.

Suspension: A suspension is the temporary removal of an employee from his/her work assignment without pay. Employees covered by the Fair Labor Standards Act (FLSA) shall only be suspended without pay as permitted by the FLSA. See e.g. 29 C.F.R. 602 (full-work week suspensions for any disciplinary reason); 29 C.F.R. §541.602(b)(4) (less than full-work week suspensions for infractions of major safety rules); 29 C.F.R. §541.602(b)(5) (less than full-work week suspensions for violations of workplace conduct rules such as sexual harassment, workplace violence, drug or alcohol violations etc., but not for performance or attendance issues).

Reduction in Force: Means the separation, lay off, involuntary demotion, reassignment, or reduction of work hours or number of employees in the District or in a division due to lack of work or funds.

Termination: The separation of an employee from District service. Termination may be by discharge, death, lay-off, resignation, retirement, work completion, contracting out District services, or lack of work or funds. The termination date is synonymous with the separation date and is the last day of an employee’s work in District service. No vacation or sick leave is accrued or used from that date forward.
Transfer: A reassignment of an employee from one position to another position in the same classification or another classification having the same pay range, involving the performance of similar duties, and requiring substantially the same basic qualifications.

Unauthorized Leave of Absence: Failure of an employee to notify and receive permission from their immediate supervisor in advance of absence or failure of an employee to report for work at the beginning of their next regularly-scheduled work period. An unauthorized leave of absence includes all or any portion of a work day for which notice and approval have not been provided. An unauthorized leave of absence may be grounds for disciplinary action up to and including termination. Unauthorized leave is not compensated.

Volunteer: mean a person who freely offers to take part in a job or undertake a task.

Weapons: Objects classified as weapons include, but are not limited to:

- any firearm, loaded or unloaded, assembled or disassembled, including pellet, "BB" and stun guns, unless the possession of such firearm is licensed, authorized or permitted pursuant to state and/or federal law and expressly permitted by the District;
- knives longer than 2.36 inches (and similar instruments) other than those present in the workplace for approved work purposes or for the specific purpose of food preparation and service;
- brass knuckles, metal knuckles, and similar weapons;
- bows, cross-bows and arrows;
- explosives and explosive devices, including fireworks, ammunition, and/or incendiary devices;
- throwing stars, nun-chucks, clubs, saps, and any other item commonly used as, or primarily intended for use as a weapon;
- self-defense chemical sprays (mace, pepper spray) in canisters or containers larger than two ounces; and
- any object that has been modified to serve as, or has been employed as, a dangerous weapon.

Workday: An employee’s scheduled daily hours of employment as established by the Executive Director or an authorized Supervisor.

Workweek: An employee’s schedule of work hours within an appointed week as established by the Executive Director.

Written Reprimand: means a disciplinary action taken by a Supervisor to caution an employee regarding misconduct constituting a violation of these Rules. Although the reprimand is cautionary and may not incur further action by the Supervisor, it may be used as the basis for subsequent action in the context of progressive discipline. Written Reprimands are given to the employee in writing and documented with the Human Resources office in writing.
Title: Discussion and Consideration of the Memorandum of Agreements (MOA) between North Central Regional Transit District (NCRTD) and Member Pueblos for Federal Fiscal Year (FFY) 2019 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 FFY2019 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 FFY19, TTP funding allocations for NCRTD Tribal Members awarded by the FTA are as follows:

- Pojoaque Pueblo- $1,858
- Pueblo de San Ildefonso- $11,258
- Pueblo of Santa Clara- $147,118
- Tesuque Pueblo- $14,541
- Nambe Pueblo - $1,858

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 in the past between the two entities and has been approved by NCRTD legal counsel.

Background: Under the FAST Act, $30 million was authorized to fund transit for federally recognized Indian Tribes in FFY2019. 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 Nambé, the NCRTD completed the NTD RU-22 Tribal report in 2015, 2016, 2017 and 2018. The 2019 numbers are reported in the beginning of 2020 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 these Agreements 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.

<table>
<thead>
<tr>
<th>Member Pueblo</th>
<th>FFY 2015</th>
<th>FFY 2016</th>
<th>FFY 2017</th>
<th>FFY 2018</th>
<th>FFY 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nambe Pueblo</td>
<td>$10,360</td>
<td>$3,897</td>
<td>$3,544</td>
<td>$3,036</td>
<td>$1,858</td>
</tr>
<tr>
<td>Pojoaque Pueblo</td>
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<td>$3,897</td>
<td>$3,544</td>
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<tr>
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<td>$181,476</td>
<td>$128,500</td>
<td>$135,027</td>
<td>$177,804</td>
<td>$176,633</td>
</tr>
</tbody>
</table>

**Attachments:**
- FFY2019 MOA between Pueblo of San Ildefonso and NCRTD
- FFY2019 MOA between Pueblo of Pojoaque and NCRTD
- FFY2019 MOA between Santa Clara Pueblo and NCRTD
- FFY2019 MOA between Tesuque Pueblo and NCRTD
- FFY2019 MOA between Pueblo of Nambe and NCRTD
MEMORANDUM OF AGREEMENT

BETWEEN

THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AND

THE PUEBLO OF NAMBÉ

THIS AGREEMENT made and entered into as of the ___ 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 29 Section 5311(c) Award Amount
Formula: $3,036,185
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 Nambé under this MOA shall come solely from funds provided by the Federal Department of Transportation. The Pueblo of Nambé 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.

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 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.

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 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.

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. The Pueblo is not subject to the requirements of Title VII of the Civil Rights Act of 1964 and therefore not applicable to the Pueblo.

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, 201920, 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

Date: __________________________

Approved as to form:

Peter A. Dwyer
NCRTD Counsel
Approved as to form:

_________________________
Nambé Pueblo Counsel
FEDERAL FISCAL YEAR 2018

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 December, 2018 date of the last signature below, 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:

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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: $3,036,1858
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 §5311grant 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.

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, 2020, 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 Pojocha’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.

<table>
<thead>
<tr>
<th>North Central Regional Transit District</th>
<th>Pojoaque Pueblo</th>
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<tbody>
<tr>
<td>By:</td>
<td>By:</td>
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<tr>
<td>Dan Barrone, Chairman</td>
<td>Governor Joseph Talachy</td>
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<tr>
<td>Date:</td>
<td>Date:</td>
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</tbody>
</table>
Approved as to form:

____________________
Peter A. Dwyer
NCRTD Counsel

Approved as to form:

____________________
Pojoaque Pueblo Counsel
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 December, 2018, 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 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: $11,789,112,258
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

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.

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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.

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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.

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.

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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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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.

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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.

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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.

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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 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:


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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 agreed 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, 2020, 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).

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: Governor Perry Martinez
Date: __________________________

Approved as to form:

__________________________
Peter A. Dwyer
NCRTD Counsel

Approved as to form:

__________________________
San Ildefonso Pueblo Counsel
FEDERAL FISCAL YEAR 2019

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 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: $143,900147,118

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. SUBCONTRACTIONS

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. DÔT 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, 2019, 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: _____________________________

Title: Governor J. Michael Chavarria
Date: _____________________________

Approved as to form:

____________________________________
Peter A. Dwyer
NCRTD Counsel

Approved as to form:

____________________________________
Santa Clara Pueblo Counsel
FEDERAL FISCAL YEAR 2018

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 December, 2018 date of the last signature below, 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 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.

FFY201779 Section 5311(c) Award Amount
Formula: $164,043
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, and 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 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, 2049, 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: 

Tesuque Pueblo
By: Title: Governor Milton Herrera Mark
Date: 

Approved as to form:

____________________
Peter A. Dwyer
NCRTD Counsel

Approved as to form:

________________________
Tesuque Pueblo Counsel
Title: 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

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: The attached MOA between the County and District provides the terms and conditions related to the County’s contribution towards continued funding of the Mountain Trail Route for Fiscal Year (FY) 2020. The agreement provides a contribution of $25,172.00 (which is the same amount contributed previously) and a description of the services to be performed by the District. It is anticipated that the Santa Fe County Commission at its October 29, 2019 meeting will approve the MOA again this year. However, there has been discussion by Santa Fe County as to the continuation of this contribution beyond FY 2020. In discussions with Santa Fe County staff the District has committed to undertake a review of the funding structure for this route during the Short-Range Service Plan Update. In particular, the assessment would consider whether the route should become fare free and how to continue to fund it, should a fare no longer be charged as well not receiving direct partnership contributions.

Background:

In April 2017, the Board authorized the Mountain Trail Route as year-round service.

ANNUAL RIDERSHIP

*The ridership for FY 17/18 was impacted by a lack of snow as well as suspension of the route in June 2018 due to the closure of the Santa Fe National forest because of fire risks related to very dry conditions.
**Recommended Action:** Staff recommends approval of the MOA between the County and District for continued funding of the Mountain Trail Route.

**Options/Alternatives:**
1. Take no action; or  
2. adopt the recommendation, (recommended); or  
3. amend, modify or reject the recommendation and provide direction to staff.

**Fiscal Impact:** The costs and anticipated revenues from Mountain Trail Route was incorporated into the FY 2020 budget. Rio Metro Regional Transit District has committed to $15,000, and the City of Santa Fe and Santa Fe County respectively have authorized a contribution of approximately $25,000 each. The NCRTD would contribute $46,838 of Regional Transit Gross Receipts Tax as well as the use of its current vehicles. In addition, the District is allocating 5307 funds (Small Urban) in the amount of $79,752 and fares are estimated at $45,000. In addition, $75,000 in 5307 is allocated every year in order to accumulate sufficient funds to replace the three (3) Mountain Trail buses in the future. For 2019 Ski Santa Fe did not make a contribution of $15,000 as it had in the past. As of this date Ski Santa Fe has not indicated if it will be contributing $15,000 in cash, however it appears that it is continuing to provide a $5 discount token on multiple products including lift tickets to every person that utilizes transit to arrive at Ski Santa Fe, as it has in the past, which had an estimated value of $21,207 based upon FY 18/19 ridership if all tokens were redeemed.

**Attachments:**
- Santa Fe County Staff Memorandum  
- Memorandum of Agreement Draft
MEMORANDUM

DATE: September 16, 2019

TO: Board of County Commissioners

FROM: Brett Clavio, Transportation Planner

VIA: Robert Griego, Planning Manager
      Penny Ellis-Green, Growth Management Director
      Katherine Miller, County Manager

ITEM: Memorandum of Agreement between Santa Fe County and the North Central Regional Transit District to Provide a Contribution of Funding for Route 255-Mountain Trail in FY2020

SUMMARY:

For the FY 2020 service period, NCRTD is requesting a sustained contribution from Santa Fe County of $25,176 for Route 255- Mountain Trail. This route is proposed to be operated from the same funding partners and sources as before, including Gross Receipts Tax, local government contributions, Federal Transit Administration funds, and fare revenue. Other local government partners of this route include the City of Santa Fe with a match of $25,172 and Rio Metro RTD with a match of $15,000. The FY20 operating cost for Rte. 255 is projected to be $311,942.

The FY 2020 proposed Santa Fe County match of $25,172 is the same amount as was paid to NCRTD in FY17, FY18 and FY19. Those funds came from the Economic Development budget.

BACKGROUND

In 2013, the City of Santa Fe initiated a request for winter bus service to the Ski Basin with the support of Santa Fe County. Since then, the route has had a positive impact on tourism, promoting the County’s tourism plan and the region as a mountain biking area. Ridership on Route 255 has grown over the years, although ridership does depend on how much snow is received during the winter season. There has also been growth of this route in the summer months by mountain biking and hiking enthusiasts, as well as by tourists to the region.
Below is the latest ridership information for Route 255:

![255-Mountain Trail Ridership Chart](image)

Comparatively, the NCRTD also partners with other local government agencies to provide similar transit services. For example, in FY 2019, the Village of Taos Ski Valley and the Town of Taos contributed $76,352 to support their 100-day winter service. Also, the Village of Angel Fire and Colfax County contributed $131,250 to NCRTD for 15-months of transit service.

During this 2020 Fiscal Year, Route 255 is scheduled to be analyzed as part of NCRTD’s Short-Range Service Plan update. That review will involve assessing whether the route should become fare-free and how to continue to fund it, should NCRTD no longer charge a fare as well as no longer receive direct, member contributions.

**STAFF RECOMMENDATION**

Staff recommends participating in and reviewing NCRTD’s Short-Range Transit Plan (SRTP) update, particularly as it relates to Route 255, before discontinuing the funding partnership for this Route. The SRTP’s findings are scheduled to be presented in March or April of 2020, prior to the FY 2021 budget discussions.

Staff recommends approval of the Memorandum of Agreement between Santa Fe County and the North Central Regional Transit District to provide for a sustained contribution of funding for Route 255- Mountain Trail in FY2020 and directs staff to process payment to the NCRTD in the amount of $25,172.

**EXHIBIT**

**Exhibit A:** Memorandum of Agreement between Santa Fe County and the North Central Regional Transit District to provide for contribution of funding for the Mountain Trail Route.
MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY
AND THE
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
TO PROVIDE FOR CONTRIBUTION OF FUNDING FOR
THE MOUNTAIN TRAIL ROUTE

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the “Agreement”) is entered into on this ___ day of ____________ 2019, by and between Santa Fe County (hereinafter the “County”), a political subdivision of the state of New Mexico, and the North Central Regional Transit District (hereinafter “NCRTD”), a political subdivision of the state of New Mexico created pursuant to NMSA 1978, Section 73-25-1, et seq.

RECITALS

WHEREAS, this Agreement confirms the parties’ commitment and mutual cooperation on regional transit routes; and

WHEREAS, pursuant to the authority in NMSA 1978, Section 73-25-1, et seq., the Regional Transit District Act (the Act) the NCRTD is authorized to finance, construct, operate, maintain and promote an efficient sustainable transportation system; and

WHEREAS, in 2015 the County and NCRTD entered into a Memorandum of Understanding to support the launch of NCRTD’s new “Route 255-Mountain Trail;” and

WHEREAS, Route 255-Mountain Trail provides transit service from the City of Santa Fe to the area at the North Easterly end of Hyde Park Road; and

WHEREAS, Route 255-Mountain Trail was successfully launched and removed from pilot status, yet still requires additional funding refinements to sustain this fixed-route service; and

WHEREAS, the NCRTD wishes to continue to operate Route 255- Mountain Trail for the benefit of the citizens of Santa Fe County; and

WHEREAS, the County will contribute funds to the NCRTD for the continued operation of the Mountain Trail Route in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. SCOPE OF AGREEMENT

A. The NCRTD shall perform the following services:
(1) Operate the Mountain Trail Route in accordance with NCRTD’s standards, procedures and policies.

(2) Expend the County’s funding contribution solely and exclusively for the operation of the Mountain Trail Route.

(3) Further develop, refine and implement year-round transit services for a non-winter schedule (commences the day following the close of Ski Santa Fe and concludes the day prior to its opening) and a Winter schedule (effective Thanksgiving Day or upon the opening of Ski Santa Fe through April 2 or the closing of Ski Santa Fe) with 7-day a week service for the Mountain Trail Route. Nothing in this Agreement shall limit NCRTD’s ability to amend the route, dates of operation, hours of operation, or service levels depending on the availability of funding, the viability and safety of the Mountain Trail Route and other criteria as determined by NCRTD. NCRTD shall provide the County with 15-days advance written notice of any such changes in the route, dates of operation, hours of operation, or service levels.

B. The County shall perform the following services:

(1) Complete a transfer of funds in the amount of $25,172.00 in FY 2020 economic development funds to the NCRTD no later than December 31, 2019.

2. EXCESSIVE FUNDS

The contribution of funds under this Agreement shall not foreclose the right of the County to recover excessive payment in the event Contractor permanently terminates the operation of the Mountain Trail Route during the term of this Agreement or otherwise breaches this Agreement.

3. EFFECTIVE DATE AND TERM; FUNDING CONTRIBUTION

This Agreement shall become effective upon the date of last signature by the parties and shall terminate October 31, 2020 unless terminated earlier pursuant to Section 4 (Termination) or Section 14 (Appropriations and Authorizations). The parties have the option to mutually agree to extend the term of this Agreement.

If the amount of the contribution stated in 1.B (1) above increases or decreases during the term of this Agreement, the change contribution shall be acknowledged by the parties by an amendment to this Agreement.

4. TERMINATION

This Agreement may be terminated by either party upon written notice delivered to the other party at least 30 days prior to the intended date of termination. Upon termination of this Agreement, any unmatched and unexpended funds that were contributed by the County under this Agreement shall be returned by NCRTD to the County.
5. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

6. NO THIRD-PARTY BENEFICIARIES

The NCRTD and the County are the only parties to this Agreement. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third parties. This Agreement was not intended to and does not create any rights in any persons or party not a party to this Agreement. The parties shall cooperate fully in opposing any attempt by any third person or entity to claim any right, benefit, protection, release, or other consideration under this Agreement.

7. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements or terms or conditions of this Agreement. Each party shall be liable for its own actions in accordance with this Agreement. Neither party shall be responsible for liability incurred as a result of the other party’s negligence, acts or omissions in connection with this Agreement. Any liability incurred by the County or NCRTD in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq., as amended.

8. NO WAIVER OF IMMUNITIES, DEFENSES OR PROTECTIONS

Nothing in this Agreement waives or alters any immunities, defenses or protections provided to the County or NCRTD, and their respective employees, agents, commissioners, board members, or officers. No provision of this Agreement shall be deemed a waiver of immunity, an agreement to indemnify the other party, or to create or effect liabilities between the parties.

9. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability applicable to the County or NCRTD and their respective employees, agents, board members, or commissioners or at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

10. ACCOUNTABILITY

During the term of this Agreement and for a period of six years thereafter, each the parties will maintain accurate and complete records of all disbursements made and
monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

11. AMENDMENT

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

12. INTEGRATION CLAUSE

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

13. APPLICABLE LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the State District Court of New Mexico, First Judicial District, Santa Fe County or Rio Arriba County.

14. APPROPRIATIONS AND AUTHORIZATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Santa Fe County Board of County Commissioners and, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorization are not made by the Legislature in this or future fiscal years, this Agreement shall terminate upon written notice being given by the County to NCRTD and the County shall have no duty to compensate the NCRTD for expenditures made in the performance of this Agreement incurred after written notice to the NCRTD is provided by the County pursuant to this paragraph. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County’s decision as to whether sufficient appropriations are available shall be accepted by the NCRTD and shall be final and not subject to challenge by the NCRTD.

The NCRTD will make best efforts to operate the Mountain Trail Route subject to sufficient revenue to support operations. Any and all services by the NCRTD shall be contingent upon sufficient funding. Any decision by NCRTD to terminate or cease operations of the Mountain Trail Route for insufficient funding shall not constitute a breach of this Agreement by NCRTD.
15. REQUIRED APPROVALS

This Agreement will not be final or binding upon the parties until or unless approved by both parties.

16. FASCIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

17. EQUAL OPPORTUNITY COMPLIANCE

Each party agrees to abide by all federal and state laws, rules and regulations, pertaining to equal employment opportunity. It is the policy of Santa Fe County to ensure equal employment opportunity to all persons regardless of race, color, age, physical or mental handicap, sex, national origin, ancestry, religion, serious medical condition, sexual orientation, gender identity, political affiliation or spousal affiliation. The County encourages those who do business with the County to practice equal employment opportunity. If a party is found not to be in compliance with this policy during the life of this Agreement, that party agrees to take appropriate steps to correct these deficiencies.

18. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held void, invalid or unenforceable, such provision shall be severed from the remainder of the Agreement and the remainder of this Agreement shall not be affected and shall be valid and enforceable.

19. NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

For NCRTD: Anthony Mortillaro, Executive Director
North Central Regional Transit District
1327 North Riverside Drive
Espanola, New Mexico 87532

For County: Katherine Miller
Santa Fe County Manager
PO Box 276
102 Grant Avenue
Santa Fe, New Mexico 87504-0276
20. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

The NCRTD and the County shall assure compliance with all applicable state and federal statutes and regulations in the performance of this Agreement.

21. AUTHORIZATION

The parties warrant that each signatory to this Agreement is authorized to execute this Agreement on behalf of its respective party.

22. MERGER AND INTEGRATION

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, understandings or negotiations whether written or oral, including the prior MOU (Santa Fe County Memorandum of Understanding No. 2019-0120-GM/MAM, which by its own terms expires August 31, 2019.

IN WITNESS WHEREOF the parties have duly executed this Agreement effective on the date of last signature by the parties.

SANTA FE COUNTY:

Anna Hamilton, Chair
Santa Fe Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Approved as to form:

__________________________________________ Date: ______________________

Santa Fe County Attorney

Finance Department:

__________________________________________ Date: ______________________

Finance Director
NORTH CENTRAL REGIONAL TRANSIT DISTRICT:

Daniel Barrone  
NCRTD Chair

Approved as to form:

Peter A. Dwyer  
NCRTD Attorney
Title: Discussion and Possible Action on a Memorandum of Agreement (MOA) between the Village of Taos Ski Valley (Village) and the North Central Regional Transit District (District)

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: The attached MOA between the Village and District provides the terms and conditions related to the provision of seasonal public transit services to the Village of Taos Ski Valley. In the event that the Agreement is approved the commencement date for the provision of public transit services is anticipated to be December 21, 2019. The seasonal service will conclude around March 29, 2020. Other provisions within the agreement provide the following:

1. The scope of services is the same as last season and includes evening service for Friday and Saturday nights only;
2. Funding for the seasonal service consists of $74,587.00 payable on or before December 15, 2019 by the Village, federal grant funds, and District GRT funds. The Village has secured contributions from the Town of Taos in the amount of $20,000 and from Taos County in the amount of $10,000 towards this season’s costs. The service does not charge a fare since fare revenue reduces the 5311 federal grant funding allocations on a dollar for dollar basis.

The Village Council will be reviewing this agreement at their November meeting.

Background: Annually the Town of Taos Chile Line entered into an agreement with the Village to provide seasonal transit services during the ski season. The District and the Village want to continue that seasonal service pursuant to the terms contained within the MOA. This is the fifth year that the District will have operated this service to the Taos Ski Area. Yearly ridership has been as follows:
**Recommended Action:** Staff recommends approval of a MOA between the Village and District for seasonal transit services. Staff requests that any non-substantive changes be allowed without returning to the Board if requested by the Village and provided the funding is available.

**Options/Alternatives:**
1. Take no action; or
2. Adopt the recommendation, (recommended); or
3. Amend, modify or reject the recommendation and provide direction to staff.

**Fiscal Impact:** The costs and anticipated revenues from seasonal transit services to the Village was incorporated into the Fiscal Year 2020 budget.

**Attachments:**
- Memorandum of Agreement
MEMORANDUM OF AGREEMENT
BETWEEN THE VILLAGE OF TAOS SKI VALLEY
AND THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT
TO PROVIDE A BUS ROUTE TO TAOS SKI VALLEY

This Memorandum of Agreement (the “Agreement”) is entered into as of this 1st day of November 2019, by and between the NCRTD (“District”), a Regional Transit District organized and existing under the Laws of the State of New Mexico and specifically the Regional Transit District Act, NMSA 1978, Sections 73-25-1 et seq., and the Village of Taos Ski Valley (“Village”), a duly organized and incorporated municipality in the State of New Mexico, (each being a “Party” and collectively, the “Parties”) for the purpose of operating a bus route to the Village.

WHEREAS, the Village has historically contracted with the Taos Chile Line for the provision of some public transportation services; and

WHEREAS, in 2015 the District acquired and now owns and operates the Taos Chile Line as the NCRTD Taos Chile Line; and

WHEREAS, the Parties wish to provide bus service between the Village of Taos and the Village of Taos Ski Valley for the purpose of employment and to encourage tourism; and

WHEREAS, the Parties enter into this Agreement to provide bus service to the Village of Taos Ski Valley.

NOW, THEREFORE IT IS AGREED between the parties as follows:

1. Services Provided by the NCRTD. The District will provide bus service consistent with the transit schedule of the District as outlined on Attachment “A”, attached hereto and incorporated by reference herein. The services provided under this Agreement shall conform to the standards for service, policies and procedures of the District for general NCRTD transit services. The Parties acknowledge that the services as outlined on Attachment “A” may be altered, substituted, or reduced in the future if the Parties jointly agree that changes are warranted based upon ridership and the needs of the Parties. The Parties agree that any alteration, substitution, or reduction of any or all of the services will not be grounds for the termination or alteration of the Parties’ obligations pursuant to this Agreement provided that the District continues to provide public transportation service to and from the Village equivalent to the service described in Attachment “A”. Nothing
herein shall be deemed to limit the ability of the Parties to the Agreement from agreeing to additional services during the term of this Agreement.

The District reserves the right to cancel services without penalty if, in the District's sole discretion, it determines that snow removal has not been adequately performed or maintained and that the service would not be reasonably safe. Said cancellations may be made by the District without penalty, offset or reduction in the compensation due under this Agreement.

2. Fares. The District will not charge fares for this route.

3. Term of Service. The District shall provide District buses, personnel and related services as necessary to provide the service as depicted in Attachment “A” for a term of three (3) months and ten (10) days; the District shall provide transit service from December 21, 2019 through March 29, 2020.

4. Sum Paid to the District. The Village agrees to pay the sum of $74,587.00 to the District, as full payment of the cost of service on or before December 15, 2019. The check shall be made payable to the North Central Regional Transit District, Attention Finance Department at 1327 N. Riverside Drive, Española, NM 87532. This sum may be modified by subsequent agreement of the parties in the event that the Village seeks and obtains additional services from the District during the term of this Agreement.

5. Village's Duties. The Village agrees to work with Taos Ski Valley, Inc. to enforce any and all valid agreements regarding snow removal on the routes where the District is providing services. Said enforcement shall be at the Village's sole cost and expense. Failure to enforce any such agreements shall be grounds for the District, on a case by case basis, to cancel trips or services which it, in its sole discretion, determines to be unreasonably unsafe. The Village further agrees to enforce access to and use of drop off and pick up locations designated by the District against any and all private parties that seek to impair the delivery of the service including but not limited to Taos Ski Valley.

6. Liability. As between the Parties, each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each Party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 through 41-4-27. The Parties agree that this document is not intended, by any provisions or part hereof, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related to or arising out of any of the provisions of this Agreement.

7. Appropriations and Authorizations. This Agreement is contingent upon there being sufficient appropriations available and proper authorization from the respective governing bodies of the Parties. Each Party shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this Agreement encompasses more than one fiscal year, this Agreement is contingent upon continuing appropriations being available.

8. Termination. This Agreement may be terminated at will, by either Party, with or without cause. Termination shall be by written notice to the other party by U.S. mail or by e-mail so long as there is confirmation of receipt. Notice of termination by either party shall be effective upon the date of receipt. However, neither party may nullify obligations to deliver services or to make payment for services prior to the date of termination. If notified of termination, the District shall cease performing
services upon the effective date of termination. If the Village terminates this contract prior to a payment date the village shall remain liable for payment of a pro-rated portion of the contract amount. If the District terminates this contract it shall refund a prorated portion of the contract sum based upon days of service delivered compared to the pro-rated amount paid prior to the date of termination. In no event shall termination nullify obligations of either party prior to the effective date of termination.

9. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court’s findings.

10. Scope of Agreement. This Agreement incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.

11. Amendment(s) to this Agreement. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.

12. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the resolutions, rules and regulations of the District. Any legal proceeding brought against the District, arising out of this contract, shall be brought before the First Judicial District Court, Santa Fe County, State of New Mexico.

13. Illegal Acts. Pursuant to NMSA 1978, § 13-1-191, it shall be unlawful for either party to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

IN WITNESS HEREOF, the parties have executed the Agreement as of the date first written above.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

Daniel Barrone, Chair

Date Signed

Christof Brownell, Mayor

Date Signed

Attest: ____________________________

Ann M. Woolridge, Village Clerk

APPROVED AS TO FORM:

Peter Dwyer, District Counsel

Date: ____________________________

Village Attorney:

Date: ____________________________
Title: Discussion and Review of the Quarterly Investment Report – 1st Qtr. FY2020

Prepared By: Hector E. Ordonez, Director of Finance

Summary:
- The total investment amount (excluding the checking account balance deposited in Los Alamos National Bank) as of September 30, 2019 was $5,347,225;
- 36.9% of our Investments consisted of CDs and 26.1% of T-Bills;
- The average rate of return was 1.13% compares to the 1.51% of a 1-year T-Bill;
- The average length of maturity of all investments is 11.13 months;
- 8 CDs and 3 Treasury Bills were outstanding, and 12 CDs, 2 Municipal bonds and 3 Treasury Bills.

<table>
<thead>
<tr>
<th>Amount Invested FY2020 YTD</th>
<th>FY2020 YTD Interest</th>
<th>% of portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checking Account</td>
<td>$2,723,696.79</td>
<td>$385.75</td>
</tr>
<tr>
<td>LGIP &amp; Local Credit Unions</td>
<td>$263,277.69</td>
<td>$883.15</td>
</tr>
<tr>
<td>Cetera T Bills &amp; Municipal Bonds</td>
<td>$2,106,099.84</td>
<td>$14,800.00</td>
</tr>
<tr>
<td>Cetera Brokered CDs</td>
<td>$2,977,847.40</td>
<td>$30,480.79</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,070,921.72</strong></td>
<td><strong>$46,549.69</strong></td>
</tr>
</tbody>
</table>

Background:

The NCRTD invests through various FDIC insured institutions around the United States mostly through Broker Certificates of Deposit. At the end of the first quarter the value of the investment portfolio was $8,070,922 this is an increase of $103,734 from the previous quarter. The breakdown of the increase is as follows:
Increase in LANB Checking Account Bal. $125,929
Increase Local Gov Portfolio- Interest $62
Sandia CD- Interest $816
Increase in Flex Insure Cash Acc $560,552
Increase in Treasury Bills $1,206,000
Decrease Cetera Brokered CDS $<1,789,625>
Total (Net) Increase $103,734

Cetera, an affiliate of LANB, our investment broker continues to invest in CDs, Municipal Bonds and Treasury Bills at the direction of Executive Director and Director of Finance. As of September 30, the District had 8 CDs and 3 Treasury Bill outstanding, and 12 CDs, 3 Municipal Bonds and 2 US Treasury Bills had been redeemed. We continue to invest in short term instruments to lower the average maturity date on the investment instruments. Having said that, we will change our investment approach shortly and start investing in long term instruments to lock in the interest rates. The market value of all the instruments currently opened under Cetera is $5,083,947 which consists of $2,106,100 in US Treasury Bills and $2,977,847 in Brokered CDs.

Total interest received in the current Fiscal Year (FY2020) is $46,550, this was due to several long-term CDs maturing on July 2019, interest revenue will start to stabilize in the upcoming months as the interest rate has decreased significantly. The frequency from which interest is earned varies from investment to investment, some investment is earned monthly, quarterly, semiannually, annually, and at the redemption date. The term dates between CDs, Bonds and Treasury Bills were 3, 6, 9, and 24 months.

**Recommended Action/Proposed Motion:**
It is recommended that the Board of Directors discuss and review the information presented to the Finance Subcommittee during the October 25, 2019 meeting and move to accept as presented.

**Options/Alternatives:**
1. Take no action; or
2. Endorse the Quarterly Investment Report, (recommended); or
3. Amend, modify or reject the recommendation and provide direction to staff.

**Fiscal Impact:**
None

**Attachment(s):**
- Quarterly Investment Report – 1st Qtr. FY 20
<table>
<thead>
<tr>
<th>Date Opened</th>
<th>Term / Months</th>
<th>Expiration Date</th>
<th>Rate</th>
<th>Amount Invested</th>
<th>YTD Total Interest</th>
<th>Unrealized Gain/Loss</th>
<th>Investment Ending Balance</th>
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</thead>
<tbody>
<tr>
<td>Local Bank/Credit Unions CDs</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Sandia Area Credit Union</td>
<td>10/29/2017</td>
<td>12</td>
<td>10/29/2019</td>
<td>1.29%</td>
<td>$251,729.16</td>
<td>$821.31</td>
<td>-</td>
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<td>Local Bank/Credit Union Total</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Cetera Portfolio</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>US Treasury Bill - 3 Mo 912796RF8</td>
<td>07/12/19</td>
<td>3</td>
<td>10/10/19</td>
<td>1.87%</td>
<td>850,007.55</td>
<td>-</td>
<td>3,616.69</td>
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<tr>
<td>US Treasury Bill - 3 Mo 912796RM3</td>
<td>08/08/19</td>
<td>3</td>
<td>11/07/19</td>
<td>1.72%</td>
<td>749,919.81</td>
<td>-</td>
<td>1,947.03</td>
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<tr>
<td>US Treasury Bill - 3 Mo 912796SU4</td>
<td>08/29/19</td>
<td>3</td>
<td>11/29/19</td>
<td>1.69%</td>
<td>499,901.81</td>
<td>-</td>
<td>706.95</td>
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<td>US Treasury Bill - Redeemed</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>T-Bills &amp; Municipal Bonds Total</td>
<td>3.00</td>
<td>Average Rate</td>
<td>1.76%</td>
<td>$2,099,829.17</td>
<td>$14,800.00</td>
<td>$6,270.67</td>
<td>$2,106,099.84</td>
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<tr>
<td>Capital One Bank - USA</td>
<td>11/22/17</td>
<td>24</td>
<td>11/22/19</td>
<td>1.80%</td>
<td>245,000.00</td>
<td>-</td>
<td>(44.10)</td>
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<tr>
<td>American Express - Centurion OH</td>
<td>12/05/17</td>
<td>24</td>
<td>12/05/19</td>
<td>1.90%</td>
<td>245,000.00</td>
<td>-</td>
<td>(9.80)</td>
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<tr>
<td>Capital One - National Assit McLean</td>
<td>12/06/17</td>
<td>24</td>
<td>12/06/19</td>
<td>1.90%</td>
<td>245,000.00</td>
<td>-</td>
<td>(9.80)</td>
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<tr>
<td>Merrick BK - South Jordan Utah</td>
<td>01/19/18</td>
<td>24</td>
<td>01/21/20</td>
<td>2.00%</td>
<td>245,000.00</td>
<td>1,235.06</td>
<td>90.65</td>
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<tr>
<td>Synchrony Bank - NJ</td>
<td>01/19/18</td>
<td>24</td>
<td>01/21/20</td>
<td>2.10%</td>
<td>245,000.00</td>
<td>2,551.36</td>
<td>166.60</td>
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<tr>
<td>Morgan Stanley - Utah</td>
<td>03/22/18</td>
<td>24</td>
<td>03/23/20</td>
<td>2.55%</td>
<td>245,000.00</td>
<td>8,906.92</td>
<td>835.45</td>
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<tr>
<td>Goldman Sachs Bk - New York</td>
<td>07/31/19</td>
<td>9</td>
<td>04/30/20</td>
<td>1.95%</td>
<td>245,000.00</td>
<td>-</td>
<td>169.05</td>
</tr>
<tr>
<td>Bank of America -Charlotte NC</td>
<td>07/31/19</td>
<td>9</td>
<td>05/01/20</td>
<td>1.95%</td>
<td>245,000.00</td>
<td>-</td>
<td>171.50</td>
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<tr>
<td>Flex Insure - Checking Account Balance</td>
<td>0.50%</td>
<td>1,015,911.35</td>
<td>566.50</td>
<td>-</td>
<td>1,016,477.85</td>
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<tr>
<td>Redeemed Investments as of 9/30/19</td>
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<tr>
<td>Brokred CDs Total</td>
<td>20.25</td>
<td>Average Rate</td>
<td>1.82%</td>
<td>$2,975,911.35</td>
<td>$30,480.79</td>
<td>$1,369.55</td>
<td>$2,977,847.40</td>
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<tr>
<td>Short Term Investments</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checking Account Interest- LANB</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Local Government Investment Portfolio</td>
<td></td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td>Short Term</td>
<td>Average Rate</td>
<td>0.26%</td>
<td>$2,733,976.42</td>
<td>$447.59</td>
<td>-</td>
<td>$2,734,424.01</td>
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<tr>
<td>Total Investment Portfolio</td>
<td>11.75</td>
<td>Average Rate</td>
<td>1.13%</td>
<td>$5,961,616.93</td>
<td>$31,749.69</td>
<td>$1,369.55</td>
<td>$8,070,921.72</td>
</tr>
</tbody>
</table>
North Central Regional Transit District
Quarterly Investment Report - 1st Qtr FY2020
Investment Allocation Graphs
As of September 30, 2019

NCRTD's FY 2020 Investment Portfolio Allocation

| Checking Account | $2,723,696.79 | 33.75% |
| LGIP & Local Credit Unions | $263,277.69 | 3.26% |
| Cetera T Bills & Municipal Bonds | $2,106,099.84 | 26.09% |
| Cetera Brokered CDs | $2,977,847.40 | 36.90% |

Amount Invested FY2020 YTD

<table>
<thead>
<tr>
<th>Categoría</th>
<th>Amount Invested</th>
<th>FY2020 YTD</th>
<th>% of portfolio</th>
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<td>$883.15</td>
<td>3.26%</td>
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<td>Cetera T Bills &amp; Municipal Bonds</td>
<td>$2,106,099.84</td>
<td>$14,800.00</td>
<td>26.09%</td>
</tr>
<tr>
<td>Cetera Brokered CDs</td>
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<td>$30,480.79</td>
<td>36.90%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,070,921.72</strong></td>
<td><strong>$46,549.69</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

1.13% Average Rate of Return
11.13 Average Length of Maturity (months)
1.51% Treasury Security Return for 12 months*
1.68% 10 Yr Average Treasury Security Return
Title: Discussion and Consideration of the Quarterly Electronic Payments Report – 1st Qtr. FY2020.

Prepared By: Hector Ordonez, Director of Finance

Summary:
Between July 1, and September 30, 2019, there were twenty-two (22) payments over $20,000 made to different vendors for a total amount of $2,613,849.44. The payments broken down by category are as follows:

- Four (4) payments totaling $93,183.90 were made to the Federal Government for Social Security Benefits, Federal Tax Withholdings and Medicaid;
- Five (5) payments totaling $1,439,920.20 were made to other Transit Agencies for GRT contributions;
- Thirteen (13) payments totaling $1,080,745.34 were made for Goods, Services and Capital Assets acquired by the District.

Background:
The NCRTD Board passed a resolution in November 2013 allowing the District to pay its vendors through the Automatic Clearing House (ACH) system that withdrawals funds from the District’s account and deposits into vendor’s checking accounts. To date, the District has 105 vendors signed up for ACH payments an increase of 3 vendors from the 4th Qtr. of FY2019.

Recommended Action/Proposed Motion:
It is recommended that the Board of Directors discuss and review the information presented in relation to the Automatic Clearing House (ACH) Payments over $20,000 from July 1, 2019 thru September 30, 2019 and move to accept as presented. The attached report was presented and reviewed by the Finance Subcommittee during the October 25, 2019 meeting.

Options/Alternatives:
1. Take no action; or
2. Adopt the recommendation, (recommended); or
3. Amend, modify or reject the recommendation and provide direction to staff.

Fiscal Impact:
None

Attachment(s):
- Quarterly Electronic Payments Report – 1st Qtr. FY2020
<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Check Number</th>
<th>Transaction Description</th>
<th>Vendor Name</th>
<th>Check Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/05/2019</td>
<td>E Check 42849459/30164304</td>
<td>Federal Tax Deposit</td>
<td>United States Treasury</td>
<td>$22,068.96</td>
</tr>
<tr>
<td>07/22/2019</td>
<td>E Check 54535600/82485822</td>
<td>Federal Tax Deposit</td>
<td>United States Treasury</td>
<td>22,626.10</td>
</tr>
<tr>
<td>08/07/2019</td>
<td>E-Check 93726516/15530011</td>
<td>Federal Tax Deposit</td>
<td>United States Treasury</td>
<td>23,733.68</td>
</tr>
<tr>
<td>08/21/2019</td>
<td>E-Check 25153733/02114534</td>
<td>Federal Tax Deposit</td>
<td>United States Treasury</td>
<td>24,755.16</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Federal Tax Deposits- Total</td>
<td></td>
<td>$93,183.90</td>
</tr>
<tr>
<td>07/24/2019</td>
<td>E19072402</td>
<td>County Regional Transit GRT for May 2019</td>
<td>Rio Metro RTD</td>
<td>$216,480.15</td>
</tr>
<tr>
<td>08/09/2019</td>
<td>E19080914</td>
<td>Los Alamos County 3rd Quarter payment for 2019</td>
<td>Incorporated County of Los Alamos</td>
<td>351,720.01</td>
</tr>
<tr>
<td>08/26/2019</td>
<td>E19082601</td>
<td>County Regional Transit GRT for June 2019</td>
<td>Rio Metro RTD</td>
<td>239,574.99</td>
</tr>
<tr>
<td>09/13/2019</td>
<td>E19091314</td>
<td>Los Alamos County 4th Quarter Payment for 2019</td>
<td>Incorporated County of Los Alamos</td>
<td>387,625.42</td>
</tr>
<tr>
<td>09/26/2019</td>
<td>E19092629</td>
<td>County Regional Transit GRT for July 2019 9-17-19</td>
<td>Rio Metro RTD</td>
<td>244,519.63</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GRT Contributions- Total</td>
<td></td>
<td>$1,439,920.20</td>
</tr>
<tr>
<td>07/22/2019</td>
<td>E19072210</td>
<td>Medical, Vision, Dental Insurance for March2019</td>
<td>GSD-Admin Services Division</td>
<td>48,365.10</td>
</tr>
<tr>
<td>07/22/2019</td>
<td>E19072219</td>
<td>ADA Transit stops Phase VI Professional 5/18-6/30/19</td>
<td>Wilson &amp; Company, Inc. Engineers &amp; Architects</td>
<td>24,815.48</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>E Check 262922575 7-3-19</td>
<td>WEX Bank Fuel charges for June 2019</td>
<td>Wex Bank</td>
<td>32,382.04</td>
</tr>
<tr>
<td>08/06/2019</td>
<td>E-Check 60484564 8-6-19</td>
<td>WEX Fuel Charges for July 2019</td>
<td>Wex Bank</td>
<td>39,087.40</td>
</tr>
<tr>
<td>09/05/2019</td>
<td>20635</td>
<td>Liability &amp; General Insurance from 7-1-19 to 6-30-20</td>
<td>New Mexico Self Insurer's Fund</td>
<td>264,635.40</td>
</tr>
<tr>
<td>09/13/2019</td>
<td>E19091311</td>
<td>Medical, Dental, Vision, Disability for July 2019</td>
<td>GSD-Admin Services Division</td>
<td>52,496.34</td>
</tr>
<tr>
<td>09/26/2019</td>
<td>20682</td>
<td>Bus Shelters and Benches</td>
<td>Tolar Manufacturing</td>
<td>78,130.00</td>
</tr>
<tr>
<td>09/30/2019</td>
<td>E19093001</td>
<td>2019 Eldorado Aerotech 240 VIN#C40516 T627 replaced T544 9-3</td>
<td>Creative Bus Sales, Inc.</td>
<td>90,138.93</td>
</tr>
<tr>
<td>09/30/2019</td>
<td>E19093002</td>
<td>2019 Eldorado Aerotech 240 VIN#C42899 T628 replaced T555</td>
<td>Creative Bus Sales, Inc.</td>
<td>90,138.93</td>
</tr>
<tr>
<td>09/30/2019</td>
<td>E19093003</td>
<td>2019 Eldorado Aerotech 240 VIN#C42902 T626 replaced T306 9-3</td>
<td>Creative Bus Sales, Inc.</td>
<td>90,138.93</td>
</tr>
<tr>
<td>09/30/2019</td>
<td>E19093004</td>
<td>2019 Eldroado Aerotech 240 VIN#C42901 LC631 replaced T565 9-3</td>
<td>Creative Bus Sales, Inc.</td>
<td>90,138.93</td>
</tr>
<tr>
<td>09/30/2019</td>
<td>E19093005</td>
<td>2019 Eldorado Aerotech 240 VIN#C42900 T629 replaced TS72 9-3</td>
<td>Creative Bus Sales, Inc.</td>
<td>90,138.93</td>
</tr>
<tr>
<td>09/30/2019</td>
<td>E19093006</td>
<td>2019 Eldorado Aerotech 240 VIN#C42903 TES630 replaced TESS5</td>
<td>Creative Bus Sales, Inc.</td>
<td>90,138.93</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Goods &amp; Services- Total</td>
<td></td>
<td>$1,080,745.34</td>
</tr>
</tbody>
</table>

|                |              | Report Total |            | $2,613,849.44|

*Federal Tax deposits include social security payments, Medicaid and federal withholding taxes.*
North Central Regional Transit District
Monthly Financial Report
As of September 30, 2019

Summary

The North Central Regional Transit District (NCRTD) is currently reporting three months of financial activity as of September 30, 2019. Expenses and Revenues reported for the period through September 30, 2019 represent 25% of the budget. Monthly budget figures for GRT, federal and capital grant revenues as well as expenses were calculated utilizing trends from the last three fiscal years.

As of September 30, 2019, total revenue received were $2,707,034 this represents 13.79% of budgeted revenues for the current fiscal year and $2,171,832 of expenses have incurred this represent 11.06 % of the budgeted expenditures for the fiscal year.

The District has received $535,202 more in revenues than it has spent, but this amount does not include contributions that will be made to Rio Metro of Approximately $450,000.

Significant Variances

- Revenues –
  - **GRT**- We will go over in detail in the next page.
  - **Federal Revenues** - Are $527,235 less than the prior year because 5301 Billing for the months of July and August have not been received, partial funding from July was received in October.
  - **Local Match** - $350,000 from Los Alamos County have been received, we did not receive this contribution until March of the current year for FY2019.
  - **Miscellaneous Revenues** – The increase of $19,462 is related to an increase in investment interest.

- Expenses –
  - **Contributions to Other Transit Agencies** – The $24,625 contributions are related to an increase in GRT from Santa Fe County which increased the contributions to Rio Metro.
  - **Office**- The $15,108 increase in office Line Item is related to $9,894 in computers and computer related equipment purchased this year and a $6,000 accrual made in FY2019 for Computers Purchased in FY2018.
  - **Contractual Services**- The $43,158 decrease this year is related to Consulting Services for the Sunset removal paid to Griffin & Associates and Huitt-Zollars for the Preliminary Design of the Taos maintenance Facility.
  - **Fuel** – The $43,158 decrease this year is related to a new payment agreement with WEX where the prior month gets paid the following month by direct pay. This will be a timing difference throughout the year.
  - **Vehicle Maintenance & Repairs** – the $ 12,970 increase is related to 3 vehicles being repaired for accidents T-612, T-592 & T553.
- **Capital Expenses** – The increase of $577,930 is related to buses received in the month of September vs. July last year ($499,800) and the acquisitions of bus shelters ($78,130).

**GRT Revenue:**

GRT Revenue received in September was $759,825 this is $4,735 less than what we received the same month last year and $97,944 more than budgeted.

**GRT Revenue by County:**

- **Los Alamos County** receipts were $96,676 this is $108,726 less than the same month last year and $41,873 less than budgeted.
- **Rio Arriba County** receipts were $41,727 this is $984 more than the same month last year and $3,773 less than budgeted.
- **Santa Fe County** receipts were $489,039 this is $49,251 more than the same month last year and $89,399 more than budgeted.
- **Taos County** receipts were $132,382 this is $53,755 more than the same month last year and $54,191 more than budgeted.

**Grant Revenue:**

Grant Revenue received in September was $0.00 this is $240,773 less than the same time last year and $897,772 less than Budgeted. There were no NMDOT drawdowns made for the months of until September, we are waiting for NMDOT to approve the request, a small reimbursement was received in October.

**Expense Categories:**

Total Expenses for the month of September are $1,304,971. The net effect between the administrative, operating and capital expense categories is an increase of $546,491 from the prior year which correlates to the differences in the amount of $546,491 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 $86,818 this is $34,117 less than the same month last year and $51,043 less than we budgeted (administrative expenses are at 16.55% of their annual budget)
- Operating expenses totaled $599,189 this is $38,983 less than the same month last year and $133,352 less than we budgeted (operating expenses are at 13.63% of the annual budget).
- Capital expenses totaled $618,964 this is $618,964 more than the same month last year and $618,964 than we budgeted (capital expenses are at 36.59% 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 September 30, 2019**

**For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)**

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Receipt</td>
<td>$1,347,829</td>
<td>$7,513,250</td>
<td>$2,260,750</td>
<td>$912,921</td>
<td>30.09%</td>
</tr>
<tr>
<td>Fed Grant</td>
<td>527,235</td>
<td>8,725,021</td>
<td>-</td>
<td>(527,235)</td>
<td>0.00%</td>
</tr>
<tr>
<td>5311c/Member Contributions</td>
<td>-</td>
<td>176,633</td>
<td>37,846</td>
<td></td>
<td>21.43%</td>
</tr>
<tr>
<td>State Capital/Outlay</td>
<td>-</td>
<td>634,332</td>
<td>-</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Local Match</td>
<td>-</td>
<td>538,114</td>
<td>350,000</td>
<td></td>
<td>65.04%</td>
</tr>
<tr>
<td>Use of Fund Balance</td>
<td>-</td>
<td>1,834,385</td>
<td>-</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>7,636</td>
<td>49,000</td>
<td>8,262</td>
<td>626</td>
<td>16.86%</td>
</tr>
<tr>
<td>Misc Revenues</td>
<td>31,339</td>
<td>165,100</td>
<td>50,176</td>
<td>18,836</td>
<td>30.39%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$1,914,039</td>
<td>$19,635,835</td>
<td>$2,707,034</td>
<td>$792,994</td>
<td>13.79%</td>
</tr>
</tbody>
</table>

| **Expenses:**         |             |             |             |                                          |                          |
| Salaries              | $633,341    | $3,119,355  | $628,359    | (4,981)                                  | 20.14%                   |
| Overtime              | 59,886      | 147,319     | 61,420      | 1,534                                    | 41.69%                   |
| Employee Benefits     | 299,979     | 1,499,331   | 307,521     | 7,542                                    | 20.51%                   |
| Contributions to Other Transit Agencies | 219,894 | 4,860,755   | 244,520     | 24,625                                   | 5.03%                    |
| Office                | 2,084       | 59,476      | 17,193      | 15,108                                   | 28.91%                   |
| Utilities             | 15,175      | 87,946      | 12,983      | (2,192)                                  | 14.76%                   |
| Contractual Services  | 77,883      | 609,556     | 32,666      | (45,217)                                 | 5.36%                    |
| Advertising           | 16,366      | 113,230     | 19,793      | 3,427                                    | 17.48%                   |
| Equipment & Building  | 3,119       | 33,700      | 2,603       | (516)                                    | 7.72%                    |
| Insurance             | 27,432      | 111,811     | 26,768      | (664)                                    | 23.94%                   |
| Employee Related      | 11,014      | 46,548      | 5,565       | (5,449)                                  | 11.96%                   |
| Travel, Meetings, Lodging and Per Diem | 7,821 | 83,878     | 6,778       | (1,043)                                  | 8.08%                    |
| Fuel                  | 122,736     | 440,000     | 79,578      | (43,158)                                 | 18.09%                   |
| Vehicle Maintenance/Repairs | 75,756 | 363,840     | 88,726      | 12,970                                   | 24.39%                   |
| Bus & Shelter Ammenities | -       | 80,000      | 78,130      | 78,130                                   | 97.66%                   |
| Other                 | 4,593       | 18,785      | 11,167      | 6,574                                    | 59.44%                   |
| Capital               | 48,263      | 7,960,305   | 548,063     | 499,800                                  | 0.00%                    |
| **Total Expenses**    | $1,625,341  | $19,635,835 | $2,171,832  | $546,491                                 | 11.06%                   |

| Change in Net Position | $288,698 | - | $535,202 | $246,503 | 2.73% |

### Statement of Revenues vs Expenses

- **Total Revenues**: $1,914,039 vs $2,707,034 (13.79% increase)
- **Total Expenses**: $1,625,341 vs $2,171,832 (11.06% increase)

---

$- $5,000,000 $10,000,000 $15,000,000 $20,000,000 $25,000,000

**TOTAL REVENUES**

- **Budget FY20**: Budget FY20
- **Actual FY20**: Actual FY20

**TOTAL EXPENSES**

- **Budget FY20**: Budget FY20
- **Actual FY20**: Actual FY20

---

$- $5,000,000 $10,000,000 $15,000,000 $20,000,000 $25,000,000

**TOTAL REVENUES**

- **Budget FY20**: Budget FY20
- **Actual FY20**: Actual FY20

**TOTAL EXPENSES**

- **Budget FY20**: Budget FY20
- **Actual FY20**: Actual FY20
### Budget to Actual FY20

<table>
<thead>
<tr>
<th></th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Year-to-Date Budget Variance</th>
<th>% Increase or (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$ 682,197</td>
<td>$ 689,871</td>
<td>$ 7,673</td>
<td>1.12%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>$ 665,632</td>
<td>$ 811,055</td>
<td>$ 145,423</td>
<td>21.85%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>$ 661,881</td>
<td>$ 759,825</td>
<td>$ 97,944</td>
<td>14.80%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>$ 583,997</td>
<td>-</td>
<td>-154,000</td>
<td>-26.35%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>$ 688,554</td>
<td>-</td>
<td>-688,554</td>
<td>-100.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>$ 626,140</td>
<td>-</td>
<td>-626,140</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>$ 570,455</td>
<td>-</td>
<td>-570,455</td>
<td>-100.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>$ 671,883</td>
<td>-</td>
<td>-671,883</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>$ 597,244</td>
<td>-</td>
<td>-597,244</td>
<td>-100.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>$ 530,584</td>
<td>-</td>
<td>-530,584</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>$ 599,711</td>
<td>-</td>
<td>-599,711</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>$ 634,972</td>
<td>-</td>
<td>-634,972</td>
<td>-100.00%</td>
</tr>
<tr>
<td></td>
<td><strong>$ 7,513,250</strong></td>
<td><strong>$ 2,260,750</strong></td>
<td><strong>($5,252,500)</strong></td>
<td><strong>-69.91%</strong></td>
</tr>
</tbody>
</table>

### Prior Year FY2019 vs. Current Year FY2020

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Actual FY20</th>
<th>(Inc/Dec) from Prior Year to Current Year</th>
<th>% Increase or (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$ 798,116</td>
<td>$ 689,871</td>
<td>$(109,245)</td>
<td>-13.65%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>$ 759,415</td>
<td>$ 811,055</td>
<td>51,640</td>
<td>6.80%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>$ 764,560</td>
<td>$ 759,825</td>
<td>(4,735)</td>
<td>-0.62%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>$ 638,121</td>
<td>-</td>
<td>(638,121)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>$ 808,555</td>
<td>-</td>
<td>(808,555)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>$ 721,268</td>
<td>-</td>
<td>(721,268)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>$ 643,374</td>
<td>-</td>
<td>(643,374)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>$ 760,890</td>
<td>-</td>
<td>(760,890)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>$ 692,405</td>
<td>-</td>
<td>(692,405)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>$ 603,382</td>
<td>-</td>
<td>(603,382)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>$ 680,112</td>
<td>-</td>
<td>(680,112)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>$ 746,386</td>
<td>-</td>
<td>(746,386)</td>
<td>-100.00%</td>
</tr>
<tr>
<td></td>
<td><strong>$ 8,617,384</strong></td>
<td><strong>$ 2,260,750</strong></td>
<td><strong>($6,356,634)</strong></td>
<td><strong>-73.77%</strong></td>
</tr>
</tbody>
</table>
## North Central Regional Transit District
### Gross Receipts Revenue - By County (Cash Basis)
#### As of September 30, 2019
##### For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)

### LOS ALAMOS COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$246,238</td>
<td>$166,094.23</td>
<td>$148,689</td>
<td>$ (97,549) $</td>
<td>(17,405)</td>
</tr>
<tr>
<td>AUG 19</td>
<td>172,593</td>
<td>116,418.68</td>
<td>205,830</td>
<td>33,237</td>
<td>89,411</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>205,402</td>
<td>138,549.24</td>
<td>96,676</td>
<td>(108,726) (41,873)</td>
<td></td>
</tr>
<tr>
<td>OCT 19</td>
<td>50,942</td>
<td>34,361.77</td>
<td>-</td>
<td>(50,942) (34,362)</td>
<td></td>
</tr>
<tr>
<td>NOV 19</td>
<td>263,096</td>
<td>177,465.41</td>
<td>-</td>
<td>(263,096) (177,465)</td>
<td></td>
</tr>
<tr>
<td>DEC 19</td>
<td>188,925</td>
<td>127,435.06</td>
<td>-</td>
<td>(188,925) (127,435)</td>
<td></td>
</tr>
<tr>
<td>JAN 20</td>
<td>121,919</td>
<td>82,237.68</td>
<td>-</td>
<td>(121,919) (82,238)</td>
<td></td>
</tr>
<tr>
<td>MAR 20</td>
<td>198,326</td>
<td>133,776.29</td>
<td>-</td>
<td>(198,326) (133,776)</td>
<td></td>
</tr>
<tr>
<td>APR 20</td>
<td>133,221</td>
<td>89,861.19</td>
<td>-</td>
<td>(133,221) (89,861)</td>
<td></td>
</tr>
<tr>
<td>MAY 20</td>
<td>143,514</td>
<td>96,804.10</td>
<td>-</td>
<td>(143,514) (96,804)</td>
<td></td>
</tr>
<tr>
<td>JUN 20</td>
<td>242,510</td>
<td>163,579.60</td>
<td>-</td>
<td>(242,510) (163,580)</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,127,416</strong></td>
<td><strong>$1,435,000</strong></td>
<td><strong>$451,195</strong></td>
<td><strong>$1,676,221</strong></td>
<td><strong>$983,805</strong></td>
</tr>
</tbody>
</table>

North Central Regional Transit District Gross Receipts Revenue - By County (Cash Basis) As of September 30, 2019 For Fiscal Year 2020 (July 1, 2019 to June 30, 2020) LOS ALAMOS COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$246,238</td>
<td>$166,094.23</td>
<td>$148,689</td>
<td>$ (97,549) $</td>
<td>(17,405)</td>
</tr>
<tr>
<td>AUG 19</td>
<td>172,593</td>
<td>116,418.68</td>
<td>205,830</td>
<td>33,237</td>
<td>89,411</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>205,402</td>
<td>138,549.24</td>
<td>96,676</td>
<td>(108,726) (41,873)</td>
<td></td>
</tr>
<tr>
<td>OCT 19</td>
<td>50,942</td>
<td>34,361.77</td>
<td>-</td>
<td>(50,942) (34,362)</td>
<td></td>
</tr>
<tr>
<td>NOV 19</td>
<td>263,096</td>
<td>177,465.41</td>
<td>-</td>
<td>(263,096) (177,465)</td>
<td></td>
</tr>
<tr>
<td>DEC 19</td>
<td>188,925</td>
<td>127,435.06</td>
<td>-</td>
<td>(188,925) (127,435)</td>
<td></td>
</tr>
<tr>
<td>JAN 20</td>
<td>121,919</td>
<td>82,237.68</td>
<td>-</td>
<td>(121,919) (82,238)</td>
<td></td>
</tr>
<tr>
<td>MAR 20</td>
<td>198,326</td>
<td>133,776.29</td>
<td>-</td>
<td>(198,326) (133,776)</td>
<td></td>
</tr>
<tr>
<td>APR 20</td>
<td>133,221</td>
<td>89,861.19</td>
<td>-</td>
<td>(133,221) (89,861)</td>
<td></td>
</tr>
<tr>
<td>MAY 20</td>
<td>143,514</td>
<td>96,804.10</td>
<td>-</td>
<td>(143,514) (96,804)</td>
<td></td>
</tr>
<tr>
<td>JUN 20</td>
<td>242,510</td>
<td>163,579.60</td>
<td>-</td>
<td>(242,510) (163,580)</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,127,416</strong></td>
<td><strong>$1,435,000</strong></td>
<td><strong>$451,195</strong></td>
<td><strong>$1,676,221</strong></td>
<td><strong>$983,805</strong></td>
</tr>
</tbody>
</table>
North Central Regional Transit District
Gross Receipts Revenue- By County (Cash Basis)
As of September 30, 2019
For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)

**RIO ARRIBA COUNTY**

<table>
<thead>
<tr>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$38,636</td>
<td>$43,147.31</td>
<td>$39,453</td>
<td>$817</td>
</tr>
<tr>
<td>AUG 19</td>
<td>43,486</td>
<td>48,563.61</td>
<td>42,952</td>
<td>(534)</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>40,743</td>
<td>45,500.33</td>
<td>41,727</td>
<td>984</td>
</tr>
<tr>
<td>OCT 19</td>
<td>42,920</td>
<td>47,931.52</td>
<td>-</td>
<td>(42,920)</td>
</tr>
<tr>
<td>NOV 19</td>
<td>43,399</td>
<td>48,466.45</td>
<td>-</td>
<td>(43,399)</td>
</tr>
<tr>
<td>DEC 19</td>
<td>40,263</td>
<td>44,964.28</td>
<td>-</td>
<td>(40,263)</td>
</tr>
<tr>
<td>JAN 20</td>
<td>39,306</td>
<td>43,895.54</td>
<td>-</td>
<td>(39,306)</td>
</tr>
<tr>
<td>FEB 20</td>
<td>46,741</td>
<td>52,198.68</td>
<td>-</td>
<td>(46,741)</td>
</tr>
<tr>
<td>MAR 20</td>
<td>37,155</td>
<td>41,493.38</td>
<td>-</td>
<td>(37,155)</td>
</tr>
<tr>
<td>APR 20</td>
<td>35,508</td>
<td>39,654.07</td>
<td>-</td>
<td>(35,508)</td>
</tr>
<tr>
<td>MAY 20</td>
<td>38,982</td>
<td>43,533.71</td>
<td>-</td>
<td>(38,982)</td>
</tr>
<tr>
<td>JUN 20</td>
<td>39,311</td>
<td>43,901.12</td>
<td>-</td>
<td>(39,311)</td>
</tr>
</tbody>
</table>

$486,450     $543,250   $124,133    $(362,317)                      $(419,117)
North Central Regional Transit District
Gross Receipts Revenue - By County (Cash Basis)
As of September 30, 2019
For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)

SANTA FE COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$ 445,926</td>
<td>$ 405,218</td>
<td>$ 432,960</td>
<td>$ (12,966)</td>
<td>$ 27,743</td>
</tr>
<tr>
<td>AUG 19</td>
<td>462,694</td>
<td>420,455</td>
<td>479,150</td>
<td>16,456</td>
<td>58,695</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>439,788</td>
<td>399,640</td>
<td>489,039</td>
<td>49,251</td>
<td>89,399</td>
</tr>
<tr>
<td>OCT 19</td>
<td>461,103</td>
<td>419,009</td>
<td>-</td>
<td>(461,103)</td>
<td>(419,009)</td>
</tr>
<tr>
<td>NOV 19</td>
<td>427,474</td>
<td>388,450</td>
<td>-</td>
<td>(427,474)</td>
<td>(388,450)</td>
</tr>
<tr>
<td>DEC 19</td>
<td>415,311</td>
<td>377,397</td>
<td>-</td>
<td>(415,311)</td>
<td>(377,397)</td>
</tr>
<tr>
<td>JAN 20</td>
<td>409,987</td>
<td>372,559</td>
<td>-</td>
<td>(409,987)</td>
<td>(372,559)</td>
</tr>
<tr>
<td>FEB 20</td>
<td>455,801</td>
<td>414,191</td>
<td>-</td>
<td>(455,801)</td>
<td>(414,191)</td>
</tr>
<tr>
<td>MAR 20</td>
<td>378,050</td>
<td>343,538</td>
<td>-</td>
<td>(378,050)</td>
<td>(343,538)</td>
</tr>
<tr>
<td>APR 20</td>
<td>363,575</td>
<td>330,384</td>
<td>-</td>
<td>(363,575)</td>
<td>(330,384)</td>
</tr>
<tr>
<td>MAY 20</td>
<td>413,831</td>
<td>376,053</td>
<td>-</td>
<td>(413,831)</td>
<td>(376,053)</td>
</tr>
<tr>
<td>JUN 20</td>
<td>402,335</td>
<td>365,606</td>
<td>-</td>
<td>(402,335)</td>
<td>(365,606)</td>
</tr>
<tr>
<td></td>
<td>$ 5,075,875</td>
<td>$ 4,612,500</td>
<td>$ 1,401,150</td>
<td>$ (3,674,725)</td>
<td>$ (3,211,350)</td>
</tr>
</tbody>
</table>
### Actual FY19 | Budget FY20 | Actual FY20 | Inc/(Dec) from Prior Year to Current Year | Year-to-Date Budget Variance
---|---|---|---|---
JUL 19 | $68,116 | $67,738 | $68,768 | $652 | $1,029
AUG 19 | 80,642 | 80,195 | 83,123 | 2,481 | 2,928
SEPT 19 | 78,627 | 78,191 | 132,382 | 53,755 | 54,191
OCT 19 | 83,156 | 82,695 | - | (83,156) | (82,695)
NOV 19 | 74,586 | 74,191 | - | (74,586) | (74,172)
DEC 19 | 76,769 | 76,343 | - | (76,769) | (76,343)
JAN 20 | 72,162 | 71,762 | - | (72,162) | (71,762)
FEB 20 | 97,618 | 97,077 | - | (97,618) | (97,077)
MAR 20 | 78,874 | 78,437 | - | (78,874) | (78,437)
APR 20 | 71,078 | 70,684 | - | (71,078) | (70,684)
MAY 20 | 83,788 | 83,320 | - | (83,788) | (83,320)
JUN 20 | 62,230 | 61,885 | - | (62,230) | (61,885)

|  | $927,643 | $922,500 | $284,273 | ($643,370) | ($638,227) |
## North Central Regional Transit District
### Grant Revenue - By Month (Cash Basis)
#### As of September 30, 2019
##### For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)

### Budget to Actual FY2020

<table>
<thead>
<tr>
<th></th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Year-to-Date Budget Variance</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$371,771</td>
<td>$</td>
<td>$(371,771)</td>
<td>0.00%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>$591,906</td>
<td>-</td>
<td>$(591,906)</td>
<td>0.00%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>$897,772</td>
<td>-</td>
<td>$(897,772)</td>
<td>0.00%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>$290,992</td>
<td>-</td>
<td>$(290,992)</td>
<td>0.00%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>$801,000</td>
<td>-</td>
<td>$(801,000)</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>$805,005</td>
<td>-</td>
<td>$(805,005)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>$965,489</td>
<td>-</td>
<td>$(965,489)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>$929,902</td>
<td>-</td>
<td>$(929,902)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>$652,691</td>
<td>-</td>
<td>$(652,691)</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>$683,845</td>
<td>-</td>
<td>$(683,845)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>$900,691</td>
<td>-</td>
<td>$(900,691)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>$833,958</td>
<td>-</td>
<td>$(833,958)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**Total**

$8,725,021 $ - $(8,725,021) 0.00%

### Prior Year FY 2019 vs. Current Year FY2020

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Actual FY20</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 19</td>
<td>$99,705</td>
<td>$</td>
<td>$(99,705)</td>
<td>0.00%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>$158,743</td>
<td>-</td>
<td>$(158,743)</td>
<td>0.00%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>$240,773</td>
<td>-</td>
<td>$(240,773)</td>
<td>0.00%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>$78,041</td>
<td>-</td>
<td>$(78,041)</td>
<td>0.00%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>$214,820</td>
<td>-</td>
<td>$(214,820)</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>$215,894</td>
<td>-</td>
<td>$(215,894)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>$258,934</td>
<td>-</td>
<td>$(258,934)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>$249,390</td>
<td>-</td>
<td>$(249,390)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>$175,045</td>
<td>-</td>
<td>$(175,045)</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>$183,400</td>
<td>-</td>
<td>$(183,400)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>$241,556</td>
<td>-</td>
<td>$(241,556)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>$223,659</td>
<td>-</td>
<td>$(223,659)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**Total**

$2,339,960 $ - $(2,339,960) 0.00%
## Administrative Expenses FY19 - FY20

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc (Dec) 2019 vs 2020</th>
<th>Year to Date Budget Variance</th>
<th>% Month (Year) Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$90,163</td>
<td>$102,783</td>
<td>$89,661</td>
<td>(502)</td>
<td>(13,122)</td>
<td>87.23%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>145,371</td>
<td>165,718</td>
<td>109,502</td>
<td>(35,869)</td>
<td>(56,216)</td>
<td>66.08%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>120,935</td>
<td>137,861</td>
<td>86,818</td>
<td>(34,117)</td>
<td>(51,043)</td>
<td>62.97%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>185,241</td>
<td>211,168</td>
<td>-</td>
<td>(185,241)</td>
<td>(211,168)</td>
<td>0.00%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>114,740</td>
<td>130,799</td>
<td>-</td>
<td>(114,740)</td>
<td>(130,799)</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>113,075</td>
<td>128,901</td>
<td>-</td>
<td>(113,075)</td>
<td>(128,901)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>132,906</td>
<td>151,508</td>
<td>-</td>
<td>(132,906)</td>
<td>(151,508)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>108,579</td>
<td>123,776</td>
<td>-</td>
<td>(108,579)</td>
<td>(123,776)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>144,927</td>
<td>165,211</td>
<td>-</td>
<td>(144,927)</td>
<td>(165,211)</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>94,871</td>
<td>108,149</td>
<td>-</td>
<td>(94,871)</td>
<td>(108,149)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>125,044</td>
<td>142,546</td>
<td>-</td>
<td>(125,044)</td>
<td>(142,546)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>140,412</td>
<td>160,065</td>
<td>-</td>
<td>(140,412)</td>
<td>(160,065)</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td><strong>$1,516,264</strong></td>
<td><strong>$1,728,486</strong></td>
<td><strong>$285,981</strong></td>
<td><strong>(1,230,283)</strong></td>
<td><strong>(1,442,505)</strong></td>
<td><strong>16.55%</strong></td>
</tr>
</tbody>
</table>

## Operating Expenses FY19 - FY20

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc (Dec) 2019 vs 2020</th>
<th>Year to Date Budget Variance</th>
<th>% Month (Year) Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$207,366</td>
<td>$238,030</td>
<td>$327,500</td>
<td>120,134</td>
<td>89,470</td>
<td>137.59%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>375,202</td>
<td>430,685</td>
<td>332,969</td>
<td>(42,233)</td>
<td>(97,716)</td>
<td>77.31%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>638,172</td>
<td>732,541</td>
<td>599,189</td>
<td>(38,983)</td>
<td>(133,352)</td>
<td>81.80%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>946,524</td>
<td>1,086,491</td>
<td>-</td>
<td>(946,524)</td>
<td>(1,086,491)</td>
<td>0.00%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>516,392</td>
<td>592,753</td>
<td>-</td>
<td>(516,392)</td>
<td>(592,753)</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>531,481</td>
<td>610,073</td>
<td>-</td>
<td>(531,481)</td>
<td>(610,073)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>615,952</td>
<td>707,035</td>
<td>-</td>
<td>(615,952)</td>
<td>(707,035)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>1,081,547</td>
<td>1,241,480</td>
<td>-</td>
<td>(1,081,547)</td>
<td>(1,241,480)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>1,222,433</td>
<td>1,403,199</td>
<td>-</td>
<td>(1,222,433)</td>
<td>(1,403,199)</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>553,920</td>
<td>635,831</td>
<td>-</td>
<td>(553,920)</td>
<td>(635,831)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>706,699</td>
<td>811,202</td>
<td>-</td>
<td>(706,699)</td>
<td>(811,202)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>656,114</td>
<td>753,136</td>
<td>-</td>
<td>(656,114)</td>
<td>(753,136)</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td><strong>$8,051,802</strong></td>
<td><strong>$9,242,457</strong></td>
<td><strong>$1,259,658</strong></td>
<td><strong>(6,792,144)</strong></td>
<td><strong>(7,982,799)</strong></td>
<td><strong>13.63%</strong></td>
</tr>
</tbody>
</table>

## Capital Expenses FY19 - FY20

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc (Dec) 2019 vs 2020</th>
<th>Year to Date Budget Variance</th>
<th>% Month (Year) Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$44,782</td>
<td>$108,367</td>
<td>-</td>
<td>(44,782)</td>
<td>(108,367)</td>
<td>0.00%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>3,349</td>
<td>8,104</td>
<td>7,229</td>
<td>3,880</td>
<td>(875)</td>
<td>89.20%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>-</td>
<td>-</td>
<td>618,964</td>
<td>618,964</td>
<td>618,964</td>
<td>0.00%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>118,290</td>
<td>286,244</td>
<td>-</td>
<td>(118,290)</td>
<td>(286,244)</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>19,797</td>
<td>47,906</td>
<td>-</td>
<td>(19,797)</td>
<td>(47,906)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>24,363</td>
<td>58,955</td>
<td>-</td>
<td>(24,363)</td>
<td>(58,955)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>74,461</td>
<td>180,185</td>
<td>-</td>
<td>(74,461)</td>
<td>(180,185)</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>10,798</td>
<td>26,130</td>
<td>-</td>
<td>(10,798)</td>
<td>(26,130)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>10,402</td>
<td>25,171</td>
<td>-</td>
<td>(10,402)</td>
<td>(25,171)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>604,955</td>
<td>970,114</td>
<td>-</td>
<td>(604,955)</td>
<td>(970,114)</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td><strong>$911,197</strong></td>
<td><strong>$1,711,176</strong></td>
<td><strong>$626,193</strong></td>
<td><strong>(285,005)</strong></td>
<td><strong>(1,084,983)</strong></td>
<td><strong>36.59%</strong></td>
</tr>
</tbody>
</table>
CALL TO ORDER: Chair Moreno, 9:15 a.m.

ROLL CALL: Stephen Dahlquist

ITEMS FOR DISCUSSION/RECOMMENDATION

Mr. Mortillaro introduces the first item for discussion and Jaime Rumbaoa of Axiom Certified Public Accountants, turns over to Mr. Ordoñez for comments.

A. FY2019 Audit Entrance Conference
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

Mr. Ordoñez met with Mr. Rumbaoa on April 12, 2019 to discuss this year’s financial audit, go over time frames, processes and ways to improve the process for the current year. Shortly after approval from the Office of the State Auditor to engage Axiom CPA as the District’s outside auditor was requested. Authorization was received on May 9, at which point a contract was signed. Axiom’s preliminary work commenced the week of August 12, they conducted walk-throughs, interviews, reviewed some of our files and ran tests. Introduces Jaime Rumbaoa, Managing Partner and lead auditor and is here for us today to conduct the official Audit Entrance Conference. He will go over the Manager’s and Auditor’s responsibilities, objectives of the audit, timing, deadlines, some of the new standards and if any of them apply to the District. Turns floor over to Mr. Rumbaoa.

Mr. Rumbaoa thanks Committee for giving him the opportunity to present this morning, will be going over various aspects of the audit process and will be available to answer any questions or concerns the Committee may have.
Proceeds to go over 12-page Axiom presentation, page 4 through 15 of the Finance Subcommittee packet. Upon summing up, opens the floor to questions, there are none, so Mr. Ordoñez promises to provide Mr. Rumbaoa’s contact information to the Subcommittee members if they have any future questions or concerns.

Chair Moreno asks if there are any timetables the Subcommittee needs to be aware of; Mr. Rumbaoa answers they are aiming to be finished by November 15, says they are in really good shape this year and the District has been able to provide everything the auditor’s required.

Mr. Rumbaoa takes his leave. Chair Moreno introduces the next item for discussion.

B. Budget Adjustment Request Fiscal Year 2020

Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director

Attachment

Mr. Ordoñez addresses the room, states that the District’s Finance Department is asking for a budget amendment increase of $1,109,093 to carry forward expenditures and corresponding funding revenues for goods that were budgeted and ordered in the previous fiscal year, but that have not been received as of today. These are expenditures that were approved by the Board during last year’s budget process but not received in the prior fiscal year.

Chair Moreno asks if the District will be financially penalized if items cross over to another fiscal year; Mr. Ordoñez says no. General accounting standards give us up to 90 days to recognize any expenditures approved by the Board during the prior fiscal year, but we must take possession within 90 days. Uses example of new vehicles which are generally delivered July to mid-August but won’t be delivered until September this year, which is late, and since the buses then need to go through a thorough inspection process, both in-house and in conjunction with NMDOT, this might delay our financial audit.

States that the revenue accounts that will be effected by this are the Federal revenue accounts, State Capital, Tribal Grant and Local Match. Reads through details of revenues and expenses from related memo in packet which is on page 16. If approved by the full Board, the new operating and capital budget for Fiscal Year 2020 would be $20,744,928. Concludes by reciting recommendation in memo that the Finance Subcommittee discuss and review the information presented to increase the capital and operating budget of the district in order to be able to fulfill legal obligations or contracts entered in the prior year. Opens floor to questions, there are no questions from the Subcommittee. Briefly goes over backup to memo showing all the open purchase orders pertaining to the items in the memo.

Mr. Mortillaro states that what the District needs is a motion stating the Finance Subcommittee recommends the item to the Board.

Chair Moreno calls the motion, Ms. Garcia seconds, both agree to pass motion to recommend consideration of the budget adjustment. Mr. Ordoñez points out that additional funding may need to be budgeted for Workers Compensation and although the Finance Department was still negotiating, they may have to amend the budget with a $40,000 increase. Chair Moreno asks how this happened? Mr. Ordoñez answers that it is based on a formula that takes into account the number of budgeted full-time employees, employee salary classifications, actual payroll costs and the number of workers compensation claims.

Mr. Mortillaro announces that the next item is an amendment to the procurement policy which we review annually in terms of what changes have occurred in State or Federal law, and our own experience internally with the procurement process. Mr. Ordoñez is a Certified Procurement
Officer for the District; a certification granted by the State of New Mexico. He and Mr. Dwyer worked on this review and they have some recommendations to the Committee and for the Board with proposed changes. Turns floor over to Messrs. Ordoñez and Dwyer.

C. Procurement Update Discussion
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

Mr. Dwyer makes a preliminary comment stating that under the organic statute that created the NCRTD, Chapter 73, Special Districts, the Board of Directors are given the authority to adopt a procurement code consistent with the State’s. A lot of the substantive changes we will be talking about come from the fact that we have unique needs as a highly Federally funded transit agency that are not the same as a City, County, Pueblo or typical other local government. We periodically look at and update our procurement code, and it is different from what the State of New Mexico generally uses, but it has to be because of our Federal funding. We have a technical review where NMDOT sends a consultant in to look at all of our policies and tell us what is and isn’t good, and they wanted us to have a second section in the procurement code dealing with Federal procurement, so our combination State and Federal procurement policy is a little different from what most other people have, which triggers some complications (uses example of changing Federal standards for small purchases).

Mr. Ordoñez adds that the District probably has stricter rules since Federal procurement thresholds are significantly higher as they are used to dealing with million to billion-dollar budgets, so whereas they view $250,000 as a small purchase, which is not the way the District views such amounts. If we ever have policies or regulations that are not the same as the State, we usually go with the one that is stricter. We have incorporated some of the best practices as promoted by the New Mexico Procurement Association in order to mitigate any issues that may arise during the procurement process. Last week the auditors reviewed our procurement process and policies and there were no findings against us, which is testimonial to how strict we are in our process.

Directs the Subcommittee to turn to page 21, the table of contents, and begins to review the document. Mr. Mortillaro suggests he use the list in the memo on page 19 listing substantive changes. Mr. Ordoñez agrees. Reviews list verbatim, expanding on some of the bullet points by referring to the policy itself. Asks Mr. Dwyer if he could think of anything else. States that he doesn’t think Mr. Ordoñez missed anything but wanted to make some “big picture” comments to help clarify the District’s direction.

We review and update the procurement annually since we are a young organization and want to incorporate lessons we learn. For instance, when Mr. Ordoñez became a CPO, he learned about the new approach and vision for procurement of the State, which has changed from what I was accustomed to, such as competitive sealed bids in which the entity is encouraged to go with the lowest bidder. Refers to how this process caused the District to have to go through the bidding of the construction of the Jim West Transit Center three times, which was both time consuming and inefficient. Now the approach is to use the method that is most appropriate to the project being considered. Mr. Ordoñez adds that the current preferred method for the District is Request for Proposals instead of competitive sealed bids, which are based on a budget and leads to bidders misrepresenting themselves in order to get the project.

Mr. Dwyer adds that most of the District’s most recent bids have been done through a multi-step process. First is the “Offeror,” a “person, corporation or partnership who chooses to submit a proposal through the District’s procurement process;” this step includes the vetting of all the
offeror’s who have submitted bids; the initial analysis done by an in-house evaluation committee narrows the field to hopefully three favorites, who are then compared against each other in an effort to decide who is best for the District.

Also mentions the addition of appeals processes to the procurement code. Finally notes that mention of ethics issues have been removed from the procurement policy since the District has a newly issued code of conduct policy, the feeling was the language would be redundant.

After Mr. Dwyer concludes his statements, Mr. Mortillaro asks if there are any comments from the Subcommittee. Chair Moreno asks Mr. Ordoñez if he has enough support staff to help with all of the additional responsibilities. Mr. Ordonez answers affirmatively. Mr. Mortillaro points out the workload ebbs and flows depending on what is in the budget and what’s in future budgets. General discussion of procurement and staffing issues ensues.

Mr. Mortillaro requests a motion to forward the procurement policy update to the Board; Chair Moreno makes the motion, Ms. Garcia seconds, motion passes. Mr. Dwyer exits the room.

Mr. Mortillaro announces the next item, turns it over to Mr. Ordoñez to report on.

**D. Quarterly Investment Report**

**Sponsor:** Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director

**Attachment**

Mr. Ordoñez asks Subcommittee to turn to page 117 of the packet in order to go over the Quarterly Investment Report. Directs attention to the last column, Investment Balance, and points out that the investment portfolio is currently valued at $7,967,187.90, as of June 30; and increase of $68,923 from the third quarter. Gives the breakdown of the increase as outlined in the memo for the Quarterly Investment Report on page 115.

As of June 30, the District had 15 CDs, 2 Municipal Bonds and 1 Treasury Bill outstanding, with 7 CDs and 1 Treasury Bill redeemed. Based on investment in short term instruments, our interest revenue increased by $30,000 in one year from $50,000 to $80,000. Have been seeing a decrease in interest rates on short term investments, if this trend continues, we will start investing in long term instruments to lock in interest rates. Total interest received during Fiscal Year 2019 was $80,890.

Summarizes as follows:

- The total investment amount (excluding the checking account balance) is $5,369,420
- 47.08% of our Investments consisted of CDs, the rest are T-Bills and Municipal Bonds
- The average rate of return was 1.26%
- The average length of maturity of all investments is 11.14 months
- 15 CDs, 2 Municipal Bonds and 1 Treasury Bill were outstanding, and 7 CDs and 1 Treasury Bill had been redeemed

If there are no questions, we recommend that the Finance Subcommittee discuss and review the information and recommend the report to the Board of Directors as presented.

Chair Moreno makes a motion, Ms. Garcia seconds, motion passes.

Mr. Mortillaro announces the next item, turns it over to Mr. Ordoñez to report on.
E. **Electronic Payment Report**  
*Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director*  
*Attachment*

Mr. Ordoñez directs attention to the check and voucher register for the quarter on page 120. Reviews background on Automatic Clearing House system, and summarizes between April 1, and June 30, 2019, there were 25 payments over $20,000 made to different vendors in the amount of $2,298,264.40. Recites payment category breakdown as follows:

- Seven (7) payments totaling $160,823.33 were made to the Federal Government for Social Security Benefits, Federal Tax Withholdings and Medicaid
- Seven (7) payments totaling $1,596,173.07 made to other Transit Agencies for GRT contributions
- Eleven (11) payments totaling $541,268.00 were made for Goods, Services and Capital Assets acquired by the District

Opens floor to any questions from the Board. With no questions, Mr. Mortillaro asks for a motion to refer this report to the Board of Directors.

Ms. Garcia makes a motion to present to Board, Chair Moreno seconds, motion passes.

Mr. Mortillaro proceeds to the last item, reminds room that the April 26 meeting was mostly geared towards the proposed FY 2020 budget. Asks for a motion to accept the minutes as presented and to forward them to the Board.

F. **Review and Approval of Minutes from April 26, 2019**  
*Attachment: Draft Minutes*

Chair Moreno makes a motion, Ms. Garcia seconds, motion passes.

Mr. Mortillaro announces the conclusion of the District’s agenda, asks if there are any matters from the Subcommittee, there are none. Mentions that the next Board meeting is on September 6, with the next Finance Subcommittee meeting tentatively scheduled for Friday, September 27, depending on whether there are items to be discussed.

**MATTERS FROM THE SUBCOMMITTEE**

None.

**ADJOURN**

Chair Moreno makes motion to adjourn, Ms. Garcia seconds, motion passes, meeting adjourns at 10:45 a.m.

**NEXT FINANCE SUBCOMMITTEE MEETING:** Friday, October 25, 2019

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.
EXECUTIVE REPORT
October 2019

EXECUTIVE

- Participated in teleconference with Rio Metro RTD Director and Attorney regarding GRT Lawsuit and other issues of concern to RTD’s.
- Participated in teleconference with NMDOT regarding current vehicle disposition issues.
- Attended follow up meeting regarding long term policy of NMDOT regarding vehicle disposition.
- Conducted discussions with Kit Carson Electric CEO regarding pole and electrical service relocation for our Taos parking lot project.
- Attended internal Leadership Workshop and Coaching for Excellence and Team Building with Management Team.
- Attended Taos Town Council meeting in regard to service plan update input.
- Continued to oversee short term service plan update.
- Attended Santa Fe County commission meeting regarding Mountain Trail MOA.
- Attended NPRTPO meeting.
- Attended Annual APTA meeting in New York City.
- Reviewed final draft of CBA.
- Participated in conference call with Connect Point regarding display equipment.
- Participated in the kickoff of the Service Excellence training for new hires.
- Continued discussion regarding revisions to personnel rules.
- Participated in orientation for new District employees.
- Continued modifications to Agreement for BUILD grant.
- Conducted staff performance evaluation.
- Performed Planning, Projects and Grants functions and divisional oversight.
- 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.
- 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

- Work on Road Dedication Issues with City of Espanola
- Research on Notary Laws
- Research on FMLA Notice Requirements
• Brief Estoppel Issue and Closing Arguments for Labor Management Arbitration
• Work on PTASP legal Issues
• Participate in Collective Bargaining Agreement Review and Approval
• Follow up on Albuquerque v. Tax and Rev litigation
• Continue process of revising and standardizing form contracts
• Review and assist in preparation of Board Packet materials
• Assist in various personnel matters
• Prepare Legal Updates for Staff Meetings
• Review various contracts and amendments
• Assist on Legal Issues with Procurements
• Review Long Range Strategic Plan
• Assist with Various Audit and Federal Review Requirements
• Draft Tribal MOAs
• Prepare Parking Agreement Contract Amendment
• Assist with Revision of Personnel Rules
• Follow up with Assessor on Tax Bill for Property

MARKETING/PUBLIC INFORMATION

• Began working with Southwest Planning and Marketing on behalf of KFH Group to schedule, promote and attend a series of 22 public meetings throughout the District. Currently, nine meetings have been completed: Jicarilla Tribal Council, Taos Town Council, Questa Village Council, Chama Rotary Club, Chama Village Council, Nambe Halloween Community Event, Peñasco Community Center, San Ildefonso Halloween Event, Los Alamos
• Promoted RTD Blue Bus at a series of Halloween events including: Taos Trunk or Treat, Los Alamos Mainstreet and Santa Claran Halloween
• Prepared press releases, radio scripts and rider alerts for community meetings. Posted on social media, assisted in setting meetings with the President of Northern New Mexico College and Chainbreakers Collective
• Completed and sent out a scope of work for the 2019 rider survey, Southwest Planning and Marketing with whom we worked on the 2011 rider survey
• Reworked the TSV winter schedule
• Updated schedules for Taos Express, Edgewood, Riverside and Chama
• Distributed 800 Angel Fire schedules throughout Angel Fire
• Updated ads and radio spots for the Angel Fire route to promote that it was now operating seven days per week
• Updated the Jobs section on the website to make it more user friendly
• Updated ads for Taos News, print and digital, and New Mexican
• Submitted winter special guide ads for Los Alamos, Taos and SF New Mexican
• Marketing and Communications Specialist attended the Santa Fe Chamber of Commerce Women’s luncheon
• Updated the winter season Ski Santa Fe token
• Developed sample cover sheets for the FY2019 CAFR
• Made modifications to the Chama Valley Times ad to include references to the MyStop App
• Was out of the office on leave from October 7 to 11
• Wrote, edited, produced and distributed the October Blue Bus Times in collaboration with the HR Department
• Assisted Finance department on accounts payable
• Provided a series of updates to ncrtd.org
• Prepared rider alerts and press releases regarding the Indigenous People’s Day Holiday
• Issued various rider alerts throughout the month – both print and digital
• 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
• Attended weekly staff meetings
• KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in October excluding Saturdays and Sundays
• KSWV 810-AM in Santa Fe, :30 sec spots ran 20 times in October 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 October
• Two banner ads ran in the Taos News and New Mexican and one in Los Alamos Monitor. Two 1/8-page ads ran in the Rio Grande Sun.
• A series of digital ads ran on Santa Fe Today, Valley Daily Post and Los Alamos Daily Post
• Ads also continued running on the Taos News website as well as Google search pages in the Taos County area
• Ad ran in the Chama Valley Times

**OPERATIONS**

• Prepared Supervisor schedule revision for October
• Worked with Creative Bus Sales on vehicle request for information
• Continued to work on Verizon/Avail 4G upgrade
• Conducted Driver Academy Training
• Worked on Avail upgrade
• Placed order for upgraded radios for new fleet
• Various personnel actions

• Worked on TAP project status updates
• Worked on sustainability meeting scheduling
• Worked on Uniform contract order and status
• Requested Uniform quotes for Jackets/Vests
• Met with uniform companies for rental/laundry service
• Worked on Union agreement finalization
• Shipped cradlepoint to Avail and Steady Networks
• Worked with HR on employee recruitment
• Conducted employee interviews for Transit Operator, Lead and Supervisor
• Participated in the Women’s Leadership Conference
• Worked on the vehicle transfer for Zia Therapy
• Worked on scheduling CPR/First Aid Training
• Worked on hands on Fire extinguisher training for all staff
• Worked on Service plan update
• Worked on hands on Fire extinguisher training for all staff
• Worked on hands on Fire extinguisher training for all staff
• Worked on Service plan update
• Worked on Community Meetings in Questa and Town of Taos
• Updated the cell phone policy
• Provided supervisor coverage in Taos
• Assisted with Opening/Closing supervisor coverage
• Worked with Remix on schedule updates and garage updates
• Worked with Adept on update to the Espanola Paratransit zone
• Worked with supervisor and fleet on operator concerns
• Worked on seasonal employment invites to past employees
• Prepared for and participated in FTA Drug & Alcohol Audit
• Submitted Registrations for NMTA Leadership Conference
• Research Pre Trip, Tire inspection training opportunities
• Coordinate Safe Place Training
• Relocate 599 Station bus stop
• Research bus schedule information for South Capital Station
• Implement Fall Bid
• Participate in Software asset management meetings
• Research Passenger complaints
• Participate in UNM Reverse job fair
• Meet with TSV Ski Season partners for 19-20 ski season
• Work with HO & Wilson & Co, on Tap project
• Coordinate daily pre-trip (DVCR) report review
• Schedule/coordinate preventive maintenance on buses and commuter vehicles
• Schedule/coordinate repairs on buses and commuter vehicles based on submitted VDRs; Espanola, Santa Fe, Taos, and Chama
• Assist with supervisor coverage in Espanola and Taos
• Schedule buses for routes
• Coordinate commuters for Operators
• Coordinate commuters for Supervisors
• 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 submit timesheets for staff
• Schedule leave for staff
• Coordinate facility inspection reports
• Coordinate addressing concerns found in facilities reports
• Request POs as appropriate
• Disseminate POs as appropriate
• Provide fleet data as requested by NCRTD staff
• Coordinate Avail system repairs
• Coordinate Camera system repairs
• Generate Fleet data reports as requested
• Coordinate movement of Office furniture
• Coordinate Windshield replacements on buses
• Coordinate bus and commuter body repairs (Delivery and pick up buses and commuters)
• Coordinate repair of break room HVAC
• Coordinate bus stop sign replacement in Taos area
• Coordinate bus stop shelter pad concrete and finalization in Chama
• Attend TAP project VI meetings in Taos-focus on Stop #10 KTAO
• Acting NCRTD project manager for TAP project VI in Taos area
• Coordinate employ schedules for employs to attend classes
• Coordinate equipment and decal removal on 4 buses for transfer to Zia Trans in Alamogordo
• Assts with route coverage - drove La Cienega PM route
• Met with Creative parts rep
• Met with HR on employee FMLA issues
• Schedule bus stop shelter re-installation in Taos- Re-Max stop
• Schedule/Assist with Bus stop shelter removal in Taos- KTAO

SERVICE DEVELOPMENT

• Attend Staff meetings
• Input next operator bid into Avail
• Update Operator run numbers for new bid
• Attended Taos Ski Valley Inc. Master plan development update
• Submitted reporting for National Transit Database FY 2019
• Met with City of Espanola Planning Department
• Set schedule for winter 2019-2020 341 TSV Green
• Work with software vendor to update paratransit service boundary
• Provide Service Plan Update consultant with required data.
- Attend community meeting for service plan update in Chama and Los Alamos
- Provide progress report to NMDOT for Service Plan Update

**HUMAN RESOURCES**

- 2 New Hires for month of October
- 2 resignations
- Continuous recruitment for Transit drivers in Santa Fe and Taos
- HR application now available with fillable PDF and automatic download and email to send directly to HR email
- Open/_switch Enrollment completed
- Revision of Personnel Rules
- HRIS implementation of NEOGOV commenced on 10/18 – weekly meetings to ensure smooth rollout of modules over next few months
- Job Fair – UNM Taos on 10/24/19
- Internal interviews for Transit Supervisor and Transit Operator and Facilities Maintenance positions
- Service Excellence training completed for new hires
- Leadership workshop – team building, completed 10/30
- ADR Mediation for 2 employees to commence 11/7
- Revision of several forms
- Halloween celebration – pumpkin carving contest and potluck on 10/29
- State & Federal postings at 2 locations (Taos & Espanola) updated
Performance Measures
for
FY2020

September
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 Relations:

1. Administrative:
   a. Ridership, All Funded Routes
   b. Ridership, NCRTD Operated Routes
   c. Ridership By Service Type
   d. Operating Cost Per Passenger Trip
   e. Operating Cost Per Passenger Mile

2. Fleet:
   a. Transit Vehicle Accidents
   b. Spare Vehicle Ratio
   c. Percentage of Preventative Maintenance
   d. Miles Per Gallon

3. Customer Relations:
   a. Incidents, Complaints & Commendations
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 and operated 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.

Performance Measure – Administrative:

FY17/18 = 505,700 - FY18/19 = 528,688 - FY19/20 = 138,698
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.

<table>
<thead>
<tr>
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<th>MAR</th>
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<th>JUN</th>
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</thead>
<tbody>
<tr>
<td>FY 16-17</td>
<td>21,241</td>
<td>25,654</td>
<td>24,227</td>
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<td>21,364</td>
<td>22,666</td>
<td>26,341</td>
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<td>20,829</td>
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<tr>
<td>FY 17-18</td>
<td>20,834</td>
<td>25,875</td>
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<td>26,212</td>
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<tr>
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<td>22,789</td>
<td>26,475</td>
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<td>24,360</td>
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<td>22,073</td>
<td>26,872</td>
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<td>27,839</td>
<td>25,190</td>
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<tr>
<td>FY19-20</td>
<td>23,935</td>
<td>25,114</td>
<td>22,670</td>
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FY17/18 = 289,441 - FY18/19 = 294,313 - FY19/20 = 71,719
Ridership Tracking of NCRTD Operated Routes – By Service Type

This data includes the total ridership broken down by specific service types. Services include Fixed Route, Demand, Dial A Ride and Paratransit. Breaking down the ridership by specific service type allows staff to evaluate ridership to determine service effectiveness and opportunities for ridership improvement.

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
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<tr>
<td>Demand</td>
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<td>513</td>
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<tr>
<td>Dial A Ride</td>
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</tr>
<tr>
<td>Paratransit</td>
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<td>509</td>
<td>452</td>
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<tr>
<td>Fixed Route</td>
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<td></td>
</tr>
<tr>
<td>Systemwide</td>
<td>23,935</td>
<td>25,114</td>
<td>22,670</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

Graph showing ridership trends by month and service type.
Operational Cost Per Passenger 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 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 the cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes.

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
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<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
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</thead>
<tbody>
<tr>
<td><strong>Systemwide</strong></td>
<td>$2.21</td>
<td>$3.12</td>
<td>$3.09</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Fixed Route</strong></td>
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<td>$2.94</td>
<td>$2.96</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Demand</strong></td>
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<td>$5.05</td>
<td>$4.53</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Paratransit</strong></td>
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<td>$16.29</td>
<td>$11.66</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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<td>$-</td>
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<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
</tbody>
</table>
Operating Cost Per Passenger 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 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.
Accidents per Month

This measurement shows 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 Facilities Director 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.
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 for Small and Large Urban Transit Providers. NCRTD’s fleet totals 56 and is exempt from this guideline as a Rural Transit Provider, but it is a good benchmark to keep in place. With an annual maximum service of 35 transit vehicles and a spare fleet of 12, the spare ratio is 21.43%. This number of vehicles is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns. Contingency vehicles are vehicles that are used to ensure timely pullouts and in the event of a mechanical failure or incident that requires another vehicle to complete the route.
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 7,500 mile intervals for the light and medium gasoline powered fleet and 7,500 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.
Per the NCRTD Sustainability Plan, an objective of the plan is to reduce Green House Gases produced by traditional fossil fuel combustion and to lessen the carbon footprint in areas served by the District. Goals of the plan include establishing a viable alternative fuel that will become the standard spec for future bus purchases and Develop the infrastructure for storage and fueling at district locations. One metric in meeting this goal is to track alternative fuel costs and provide quarterly reports of reduced pollutants and cost of operation to the committee and the board. The chart below tracks fuel MPG for Unleaded, Diesel, E85, CNG and LPG fuel types. This gives staff an opportunity to clearly determine the best fuel source available to the District.
Performance Measure – Customer Relations:
Incidents, Complaints and Commendations

This performance measure calculates the number of customer incidents, complaints and commendations reported to the Operations and Facilities Director 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 Facilities Director. 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 indicates the frequency of incidents versus the number of monthly riders. It is also an indication if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

Complaints 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.

Compliments are categorized by the different positions within Operations. Compliments are shared with employees and when situations truly show that staff went above the call of duty they are recognized through the “Above and Beyond” recognition program at the NCRTD. Supervisors and Operators may use compliments at the time of their evaluation.
Performance Measure – Customer Relations:

1. Chimayo – Driver asked a female passenger to get off the bus when he noticed she was drinking on the bus. The female passenger threw the bottle of whiskey out of the bus as she exited the bus using foul language towards the driver.

2. Questa – One couple boarded the bus at the Cerro VFW and another couple in Questa. While in route the driver noticed both couples were sitting at the back of the bus. As the driver proceeded on the route, he noticed an odor but did not think anything about it, he thought it might be the fumes coming from the air conditioner that wasn’t working. As he stopped in Lama to pick up the students one of the students found a pipe on the bus and gave it to his teacher. The teacher then gave the pipe to the driver. The driver notified his supervisor and requested for the video to be pulled to identify the individual(s) who left the pipe so they would not be allowed to ride the bus again.

3. Chile Line – A passenger on board wanted to get off at Lota Burger. The driver advised him there was not a stop at Lota Burger, but the passenger insisted he wanted to get off there. Another passenger on board tried to assist with route information but the passenger would not listen. He continued to argue/insist that he be dropped off at Lota Burger. The passenger got up from his seat to approach the driver. The driver then tried calling the Espanola dispatch but there was no response. Another driver heard the calls, alerted dispatch of the situation. Dispatch responded immediately and notified the police. The driver pulled over at the El Prado stop to get the passenger off the bus. An argument broke out between the driver and passenger. The argument then got physical with the driver announcing the passenger had touched him. This caused a verbal and physical altercation. The altercation led outside with the driver pushing the passenger off the bus. The passenger then began to yell for someone one by the name of “Joseph” to bring him his machete. The other passengers on board then got off the bus to assist the driver. The driver got back on the bus and left the stop. The driver tried radioing into dispatch but was not able to get in touch with dispatch.

4. Taos/Santa Fe – The driver allows a regular rider to get on the bus who seems to be intoxicated but didn’t think he would cause any problems as he had never been a problem before. When the driver had reached the passenger’s destination, he had a difficult time waking the passenger up.

Incidents from August 2019 that were not previously reported

5. Taos/Santa Fe – The driver noticed an odor inside the bus. Passengers on board reported to the driver there were two (2) passenger’s who were vaping on the bus.

6. Chama – On board there were 3 passengers, a couple and a male passenger. The three of them were engaged in conversation, throughout their conversation they were using foul language. The driver asked them several times to stop using foul language, but they continued. One of the male passengers asked the driver if she could stop in Abiquiu because he needed the restroom. The driver advised him that she could drop him off but could not wait for him. The passenger got upset and began to argue with the driver. The driver advised the passenger as she had asked him to stop using foul language on the bus and he failed to listen to her request therefore she was not going to stop in Abiquiu for him to use the restroom. The passenger then called the office and spoke to a supervisor. The supervisor sent a text message via the MDT system for the driver to stop in Abiquiu for the passenger to use the restroom. The driver advised the passenger she would be stopping in Abiquiu for 3 minutes for him to use the restroom. The male passenger then advised the driver he had already used the restroom in a Gatorade bottle. The other couple asked the driver if she could stop for them to use the restroom. The female passenger asked if the male passenger could throw his bottle of urine outside, in which the male passenger stated he was going to leave the bottle in the bus for the driver to throw away. The passengers continued to make comments towards the driver throughout the remainder of the route.

7. Santa Fe/Taos – An ADA passenger complained to the driver he felt very uncomfortable with another passenger asking him personal questions as to where he lived.

8. Chimayo – A male passenger urinated on the seat of the bus.

9. Los Alamos – A passenger board the bus at the Smith’s stop. As the driver pulled out of the stop, she could smell alcohol. She noticed the passenger who got on at the Smith’s stop was rubbing one of the other passenger’s arm and talking to the other passengers. His behavior soon changed, and he began to flip the middle finger to everyone. The driver advised him he needed to stop his behavior. He stopped for a few minutes then continued to act up. The driver tried to radio dispatch for assistance but was not able to get in touch with dispatch. The driver pulled over at the To Tavy gas station and asked the passenger to exit the bus.
Performance Measure – Incidents, Complaints & Commendations:

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<th>Complaints</th>
<th>Commendations</th>
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<tr>
<td>SEPT</td>
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<tr>
<td>OCT</td>
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<tr>
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### Performance Measure – Incidents, Complaints & Commendations:

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<th>MAR</th>
<th>APR</th>
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<th>JUN</th>
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<tr>
<td>Complaint - Operator Performance</td>
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# NCRTD Monthly Ridership Summary

**September 1, 2019 through September 30, 2019**

## Calendar Operating Days

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<td>Oct-19</td>
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<tr>
<td>Nov-19</td>
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<td>Mar-20</td>
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<td>Apr-20</td>
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<tr>
<td>May-20</td>
<td></td>
</tr>
<tr>
<td>Jun-20</td>
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## Monthly System Totals

<table>
<thead>
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<th></th>
<th>This Year</th>
<th>Last Year</th>
<th>% Change</th>
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<tbody>
<tr>
<td>NCRTD Operated</td>
<td>22,670</td>
<td>23,168</td>
<td>-2.15%</td>
</tr>
<tr>
<td>NCRTD Funded</td>
<td>21,564</td>
<td>22,563</td>
<td>-4.43%</td>
</tr>
<tr>
<td>Systems Total</td>
<td>44,234</td>
<td>45,731</td>
<td>-3.27%</td>
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## Year to Date Totals

<table>
<thead>
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<th>Last Year</th>
<th>Difference</th>
<th>% Change</th>
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<tr>
<td>NCRTD Operated</td>
<td>71,719</td>
<td>72,432</td>
<td>-713</td>
<td>-0.98%</td>
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<tr>
<td>NCRTD Funded</td>
<td>66,979</td>
<td>62,746</td>
<td>4,233</td>
<td>6.75%</td>
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<tr>
<td>Systems Total</td>
<td>138,698</td>
<td>135,178</td>
<td>3,520</td>
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</table>

## System Daily Averages

<table>
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<th>Last Year</th>
<th>% Change</th>
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<tbody>
<tr>
<td>NCRTD Operated</td>
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<td>-2.13%</td>
</tr>
<tr>
<td>NCRTD Funded</td>
<td>744</td>
<td>778</td>
<td>-4.37%</td>
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<tr>
<td>Systems Total</td>
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<td>1577</td>
<td>-3.23%</td>
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## Total Ridership YTD % Change

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<tr>
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<td>4.32%</td>
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<tr>
<td>Sep-19</td>
<td>2.60%</td>
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<td>Oct-19</td>
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<tr>
<td>Nov-19</td>
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<tr>
<td>Dec-19</td>
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</tr>
<tr>
<td>Jan-20</td>
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<tr>
<td>Feb-20</td>
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<tr>
<td>Mar-20</td>
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<tr>
<td>Apr-20</td>
<td></td>
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<tr>
<td>May-20</td>
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<tr>
<td>Jun-20</td>
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## On Time Performance

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<th>Early</th>
<th>On Time</th>
<th>Late</th>
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<tr>
<td></td>
<td>7.89%</td>
<td>76.07%</td>
<td>15.52%</td>
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FY 19/20 September Ridership

Comparative Ridership NCRTD Operated Routes ONLY

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<thead>
<tr>
<th></th>
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<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
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<tbody>
<tr>
<td>FY17/18</td>
<td>20,834</td>
<td>25,875</td>
<td>23,045</td>
<td>24,173</td>
<td>21,586</td>
<td>22,097</td>
<td>26,212</td>
<td>25,783</td>
<td>26,092</td>
<td>23,699</td>
<td>26,314</td>
<td>23,731</td>
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<td>FY18/19</td>
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<td>26,475</td>
<td>23,168</td>
<td>24,360</td>
<td>20,952</td>
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<td>26,872</td>
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FY17/18 = 289,441  FY18/19 = 294,313  FY19/20 = 71,719
Comparative Ridership NCRTD Funded Routes

FY17/18 = 217,301  FY18/19 = 234,375  FY19/20 = 66,979
100-Riverside

FY17/18 = 55,692  FY18/19 = 59,645  FY19/20 = 16,279

On Time Performance: 8.7% Early / 56.6% OnTime / 34.7% Late

110-Westside

FY17/18 = 18,433  FY18/19 = 15,706  FY19/20 = 4,804

On Time Performance: 7.4% Early / 69.1% On Time / 23.5% Late
FY17/18 = 10,293  FY18/19 = 9,359  FY19/20 = 2,453

On Time Performance: 13.4% Early / 73.7% One Time / 12.9% Late

FY16/17 = 6,317  FY17/18 = 5,299  FY18/19 = 1,620

On Time Performance: 6.8% Early 75% On Time /18.2% Late
### JICARILLA

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<th>FY19/20</th>
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<tr>
<td>JUNE</td>
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<td>387</td>
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</table>

**On Time Performance:**
- FY17/18 = 23.5% Early / 46.4% On Time / 30.1% Late
- FY18/19 = 6.2% Early / 55.6% On Time / 38.2% Late

### EL RITO

<table>
<thead>
<tr>
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<th>FY19/20</th>
</tr>
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<td>150</td>
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<tr>
<td>MAY</td>
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</tr>
<tr>
<td>JUNE</td>
<td>143</td>
<td>164</td>
<td>0</td>
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</table>

**On Time Performance:**
- FY17/18 = 1,510 FY18/19 = 1,891 FY19/20 = 514
- On Time Performance: 6.2% Early / 55.6% On Time / 38.2% Late
190-Chama

FY17/18 = 5,456  FY18/19 = 6,567  FY19/20 = 1,714

On Time Performance: 11.7% Early / 57.7% On Time / 30.6% Late

200-Santa Fe

FY17/18 = 18,996  FY18/19 = 17,602  FY19/20 = 4,079

On Time Performance: 7.4% Early / 44.4% On Time / 48.3% Late
FY17/18 = 7,752  FY18/19 = 7,637  FY19/20 = 2,140
On Time Performance: 12.7% Early / 76.7% On Time / 10.6% Late

FY17/18 = 5,535  FY18/19 = 4,925  FY19/20 = 1,348
On Time Performance: 15.2% Early / 66.1% On Time / 18.7% Late
*Santa Fe National Forest was closed during the month of June. Mountain Trails service was suspended.

On Time Performance: 16.50% Early / 65% On Time / 18.50% Late

On Time Performance: 23% Early / 55.1% On Time / 21.9% Late
270-Turquoise Trail

FY17/18 = 4,917  FY18/19 = 3,970  FY19/20 = 925

On Time Performance: 10.6% Early / 57.6% On Time / 31.8% Late

280-Eldorado

FY17/18 = 5,753  FY18/19 = 5,012  FY19/20 = 1,619

On Time Performance: 1.7% Early / 88.6% On Time / 9.7% Late
**290-Edgewood**

FY17/18 = 5,761  FY18/19 = 4,532  FY19/20 = 998

On Time Performance: 17.6% Early / 74.9% On Time / 7.5% Late

**300-Taos**

FY17/18 = 13,585  FY18/19 = 14,916  FY19/20 = 3,792

On Time Performance: 8% Early / 46.3% On Time / 45.6% Late
FY17/18 = 1,790  FY17/18 = 2,121  FY19/20 = 583
On Time Performance: 16.9% Early / 54.9% On Time / 28.2% Late

FY17/18 = 3,292  FY18/19 = 4,403  FY19/20 = 1,021
On Time Performance: 0.3% Early / 80% On Time / 19.7% Late
FY17/18 = 16,206  FY18/19 = 16,883  FY19/20 = 3,697
On Time Performance: 6.6% Early / 78% On Time / 15.4% Late

FY17/18 = 5,187  FY18/19 = 5,332  FY19/20 = 1,213
On Time Performance: 15.7% Early / 59.4% On Time / 24.9% Late
FY17/18 = 64,961 FY18/19 = 59,726 FY19/20 = 14,938
On Time Performance: 12.3% Early / 67.7% On Time / 20% Late

FY17/18 = 10,285 FY18/19 = 13,983 FY19/20 = 143
On Time Performance: Performance is not tracked due to manually entering ridership via tallysheets
<table>
<thead>
<tr>
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<th>FY18/19</th>
<th>FY19/20</th>
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<tr>
<td>JUNE</td>
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<td>0</td>
<td>77</td>
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</tbody>
</table>

**350-UNM Klauer**

FY17/18 = 1,995  FY18/19 = 1,086  FY19/20 = 111

On Time Performance: 15.8% Early / 57.3% On Time / 26.8% Late

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FY17/18</th>
<th>FY18/19</th>
<th>FY19/20</th>
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<tr>
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<td>59</td>
<td>57</td>
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</table>

FY17/18 = 832  FY18/19 = 651  FY19/20 = 207

On Time Performance: 26.1% Early / 46.8% On Time / 27% Late

**360-Tres Piedras**
400-Los Alamos

FY17/18 = 1,380  FY18/19 = 1,846  FY19/20 = 428
On Time Performance: 8.3% Early / 68.7% On Time / 23% Late

800 - Angel Fire

FY19/20 = 263
On Time Performance: 7.8% Early / 76.1% On Time / 16.1% Late
Demand Response

FY17/18 = 7,883  FY18/19 = 5,375  FY19/20 = 1,249

Pojoaque Demand Response

FY17/18 = 3,572  FY18/19 = 3,330  FY19/20 = 469
Pojoaque-Dial-A-Ride

FY17/18 = 917  FY18/19 = 821  FY19/20 = 152

Paratransit - ADA

FY17/18 = 1,532  FY18/19 = 5,478  FY19/20 = 1,441
**Flex Route**

FY17/18 = 184  
FY18/19 = 17  
FY19/20 = 6

**Special Events**

FY17/18 = 1,001  
FY18/19 = 661  
FY19/20 = 604
Dead Head

FY17/18 = 1,078  FY 18/19 = 958  FY19/20 = 268

On Time Performance: 28.1% Early / 50.7% On Time / 21.1% Late
Los Alamos, 140, 1%
Rio Arriba, 1339, 6%
Taos, 8352, 37%
Tribal, 2075, 9%
Santa Fe, 3288, 15%
Espanola, 6165, 27%
Flex Route, 4, 0%
Demand Response, 513, 2%
Paratransit Services, Special Event, 255, 1%
Dead Head, 87, 0%
Rio Arriba, 1339, 6%
Espanola, 6165, 27%
Santa Fe, 3288, 15%
Tribal, 2075, 9%
Taos, 8352, 37%
Los Alamos, 140, 1%
### Santa Fe Rt 2

<table>
<thead>
<tr>
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<th>FY19/20</th>
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Total for FY17/18 = 30,130
Total for FY18/19 = 28,966
Total for FY19/20 = 6,930

### Santa Fe 4

<table>
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<th>FY19/20</th>
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<tr>
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Total for FY17/18 = 5,648
Total for FY18/19 = 4,992
Total for FY19/20 = 941
FY17/18 = 5,803 FY18/19 = 5,158 FY19/20 = 1,378

FY17/18 = 85,516 FY18/19 = 82,993 FY19/20 = 21,344
Los Alamos Rt 11

FY17/18 = 6,728  FY18/19 = 8,009  FY19/20 = 1,475

Los Alamos Rt 2

FY17/18 = 55,354  FY18/19 = 50,193  FY19/20 = 17,021
Los Alamos Enhanced

FY17/18 = 27,986  FY18/19 = 52,253  FY19/20 = 17,890

Rail Runner

FY17/18 = 278,297  FY18/19 = 251,720  FY19/20 = 71,815