CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. MOMENT OF SILENCE
3. ROLL CALL
4. INTRODUCTIONS
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – September 5, 2014
7. PUBLIC COMMENTS

PRESENTATION ITEMS:

A. **Presentation of AVL/CAD System**
   Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Projects and Grants Specialist.

ACTION ITEMS FOR APPROVAL/ DISCUSSION:

B. **Discussion and Consideration of Contract Award for the TAP/ADA Transition Plan**

C. **Discussion and Review of §5311 Sole Source Bus Procurement for Fiscal Year 2015**

D. **Discussion and Consideration of Memorandum of Agreement with the Pueblo of Santa Clara for Fiscal Year 2012 Tribal Funding from the Federal Transit Administration**

E. **Discussion and Consideration of Memorandum of Agreement with the Pueblos of Santa Clara, San Idlefonso, Tesuque and Pojoaque for Fiscal Year 2014 5311(c) Tribal Transit Funds**

F. **Discussion and Consideration of Memorandum of Understanding between Los Alamos County and North Central Regional Transit District for annual funding allocation**
   Sponsor: Anthony J. Mortillaro, Executive Director. Attachment.
DISCUSSION ITEMS:

G. **Discussion and Review of Ski Santa Fe Service Update**  
*Sponsor:* Anthony J. Mortillaro, Executive Director and Stacey McGuire, Projects and Grants Specialist. *Attachment.*

H. **Financial Report for September 2014:**  
*Sponsor:* Anthony J. Mortillaro, Executive Director and Glenda Aragon, Finance Director. *Attachment.*

I. **Finance Subcommittee Report:**  
*Sponsor:* Chair Tim Vigil and Anthony J. Mortillaro, Executive Director. *No Report.*

J. **Tribal Subcommittee Report:**  
*Sponsor:* Chair Mary Lou Valerio and Anthony J. Mortillaro, Executive Director. *No Report.*

K. **Executive Report for September 2014 and Comments from the Executive Director:**

1) Executive Report
2) Performance Measures for August 2014
3) Ridership Report for August 2014

CLOSED SESSION

Executive session for the limited purposes of discussing threatened or pending litigation in which the NCRTD is or may become a participant.

1. Delinquent Property Taxes Issue.
2. Limited Personnel Matters.

L. **Reconvene in Open Session:** Possible action item(s) from closed session.

MATTERS FROM THE BOARD

M. **Request for Service to Jicarilla Apache Nation**  
*Sponsor:* Board Designee, Rio Arriba County, County Manager Tomas Campos.

N. **Request for Approval of the Chair to attend the 21st National Conference on Rural Public and Intercity Bus Transportation on October 26-29, 2014, Monterey, CA**  
*Sponsor:* Chairman Daniel Barrone and Executive Director Anthony J. Mortillaro.

MISCELLANEOUS

ADJOURN

**NEXT BOARD MEETING:** November 7, 2014 at 9:00 a.m.

If you are an individual with a disability who is 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 Commissioner Miguel Chávez Vice-Chair, at 9:09 a.m. at the Jim West Transit Center, 1327 Riverside Drive, Española, New Mexico.

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call

Ms. Lucero 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>
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<tbody>
<tr>
<td>Los Alamos County</td>
<td>Councilor Pete Sheehay</td>
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<td>Rio Arriba County</td>
<td>Absent</td>
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<tr>
<td>Taos County</td>
<td>Excused</td>
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<td>Santa Fé County</td>
<td>Commissioner Miguel Chávez</td>
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<td>Nambé Pueblo</td>
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<td>Mr. Lonnie Montoya</td>
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<td>Pojoaque Pueblo</td>
<td>Mr. Tim Vigil [telephonically]</td>
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<tr>
<td>Ohkay Owingeh</td>
<td>Ms. Christy Mermejo</td>
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<tr>
<td>San Ildefonso Pueblo</td>
<td>Absent</td>
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</table>
Santa Clara Pueblo  |Absent | 
|---|---| 
Tesorque Pueblo | Ms. Sandra Maes | 
|City of Santa Fé | Mr. Jon Bulthuis | 
|City of Española | Councilor Dennis Tim Salazar | 
|Town of Edgewood | Councilor Chuck Ring | 
|Rio Metro (ex officio) | Ms. Elizabeth Carter | 

**Staff Members Present**

- Mr. Anthony J. Mortillaro, Executive Director
- Ms. Dalene Lucero, Executive Assistant
- Mr. Mike Kelly, Transit Operations Manager
- Ms. Stacey McGuire, Projects and Grants Specialist
- Ms. Glenda Aragon, Finance Manager
- Mr. Jim Nagle, Public Information Officer
- Mr. Juan Ortiz, Transit Driver I

**Others Present**

- Mr. Peter Dwyer, Legal Counsel
- Mr. Carl Boaz, Stenographer
- Mr. Ardee Napolitano, Rio Grande Sun
- Ms. Lisa Katonak, Santa Fé County Manager’s Office
- Mr. Robert Griego, Santa Fe County Planning Manager

4. **INTRODUCTIONS**

Those present introduced themselves to the group.

5. **APPROVAL OF AGENDA**

Councilor Sheehy moved to approve the agenda as presented. Councilor Ring seconded the motion and it passed by unanimous (9-0) voice vote.

6. **APPROVAL OF MINUTES - August 1, 2014**

Councilor Ring moved to approve the minutes of August 1, 2014 as presented. Councilor Sheehy seconded the motion and it passed by unanimous (9-0) voice vote.
7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS

A. Presentation of Above and Beyond and Safe Driver Awards

Mr. Mortillaro announced the employee recognition award acknowledged Mr. Juan Ortíz for the Above and Beyond Award for helping a man in distress with a possible heart attack while driving his route. His efforts probably saved the man’s life.

Vice-Chair Chávez read the award and thanked Mr. Ortíz for his service and his dedication to the work of NCRTD.

Mr. Ortíz thanked the NCRTD Board for the recognition and said it was just part of his job.

ACTION ITEMS FOR APPROVAL/DISCUSSION

B. Discussion and Consideration of Resolution 2014-18 in Recognition of the 10th Anniversary of the NCRTD’s Certification as the First Regional Transit District in the State of New Mexico

Mr. Mortillaro clarified that this resolution acknowledges the achievement of this milestone at September 14, 2014, the NCRTD tenth anniversary. He said the celebration would be next Friday, September 12th at the Jim West Regional Transit Center.

Mr. Nagle shared some of the activities for next week with several guest speakers including Representative Ben Ray Luján, mariachi entertainment and lunch.

Vice-Chair Chávez recalled that it was a bumpy ride in the early days and now is sailing smoothly and can only go forward from here. Imagining what it will be in the next ten years is exciting.

Councilor Sheehy said Los Alamos County is proud to have been a participant in getting the NCRTD where it is today. He was impressed with the forward-looking approach, even with adverse financial conditions we’ve had. The future looks bright and New Mexico is lucky to have the RTD. He was personally honored by his inclusion in this board.

Councilor Salazar agreed that the NCRTD has come a long way. It is amazing how it has served north central New Mexico.

Mr. Bulthuis said these ten years have passed quickly. He appreciated being part of the development and growth of the District. He noted that he stepped out of a meeting last week and got on a bus for White
Rock to see his daughter and could because of the NCRTD. He was happy to be part of this and looking forward to the next ten years.

Ms. Mermejo congratulated the District for improved relationships with all of the Pueblos.

Vice-Chair Chávez commented that the public participation makes this RTD more significant and sets it apart from any other in the country. We need to keep building on the pueblo component which makes us unique and stronger in many ways.

Councilor Ring moved to approve Resolution 2014-18 In Recognition of the 10th Anniversary of the NCRTD’s certification as the first Regional Transit District in the State of New Mexico. Councilor Sheehey seconded the motion and it passed by unanimous (9-0) voice vote.

C. Discussion and Consideration of Resolution 2014-19 Authorizing the Submittal of Applications for Federal Funding for §5311 in Federal Fiscal Year 2016

Ms. McGuire said Resolution 2014-19 is a resolution for 5311 federal funds through NMDOT and DOT updated the application. The Board resolution must specify the total amount and the local match to be provided. She referred to the resolution on page 21 and the working draft on page 22 of the packet. 5311 grants provide funding for administrative, operating and capital costs for qualifying rural entities. This resolution acknowledges the acceptance of the requirement to provide local match funds for the grant. She added that the application is due today.

Ms. Mermejo asked if the local match was already in the bank. Mr. Mortillaro agreed.

Vice-Chair Chávez asked if the details for the local match were accurate.

Ms. McGuire agreed they were.

Councilor Sheehey noted it was required to check the most appropriate character of the community and asked where NCRTD fits.

Ms. McGuire said the District did not fit in just one, but it did fit into small urban and rural characteristics. Española and Santa Fé are small urban.

Councilor Sheehey thought the total population is probably more than 200,000.

Ms. McGuire clarified that the number used in the application is the most recent census data and agreed there might be some under reporting.

Councilor Sheehey said Ms. McGuire did a good job in preparing this.

Vice-Chair Chávez asked if having pockets of higher density and then more rural would help or hurt us.
Ms. McGuire said it gives us more flexibility. On TAP funds, she applied for half and half.

Ms. Maes asked if this grant would accommodate NCRTD’s anticipated expansion. Ms. McGuire agreed.

**Mr. Bulthuis moved to approve Resolution 2014-19 Authorizing the Submittal of Applications for Federal Funding for §533 in Federal Fiscal Year 2016 as submitted by staff. Councilor Ring seconded the motion.**

Ms. Maes noticed that San Ildefonso Pueblo was not included in modifications to service.

Ms. McGuire said the list would be updated.

**The motion to approve Resolution 2014-19 passed by unanimous (9-0) voice vote.**

**D. Discussion and Review of §5311 Capital Bus Procurement for Fiscal Year 2015**

Mr. Mortillaro explained this was the District’s annual procurement for the bus fleet.

Mr. Kelly reminded them that at the February 2013 Board meeting the Board approved a purchase agreement for bus purchases which were solicited on December 12, 2012. Earlier, in May, the District was awarded $300,000 as a 5311 grant from NMDOT for three vehicles.

This procurement would be for one 34 passenger bus from the grant at a cost of $155,573.00.

The second vehicle will be for an ADA van, classified as a minivan. It would be a sole-source procurement and has to have a sole source agreement.

The third vehicle will be for an 18 passenger CNG van. He said the Board had approved two to compare fuel types so the purchase will await the time when both can be purchased together.

This request is for $155,373 for the 5311 procurement with $31,351 local match.

Councilor Sheehey asked if the bus would be diesel or gasoline. Mr. Kelly replied it was diesel.

Ms. Maes asked if the cost would include accommodation for the ITS system. Mr. Kelly agreed.

**Mr. Montoya moved to approve the §5311 Capital Bus Procurement as recommended by staff. Councilor Sheehey seconded the motion and it passed by unanimous (9-0) voice vote.**

**E. Discussion and Review of Sustainability Committee Member Appointments**

Mr. Mortillaro recalled that at the February Board meeting, the Board adopted the Sustainability Plan for the District. It called for the establishment of a Sustainability Committee that would set goals and
measurements and provide reports to the Board on progress with sustainability initiatives and goals. The Charter for the Sustainability Committee was approved by the Board on March 7, 2014. At the June 2014 meeting, the Board approved four members to the Sustainability Committee: Councilor Pete Sheehey (Los Alamos County), Mr. Colin Messer (State Energy and Minerals Department), Mr. Anthony Mortillaro (Executive Director), and Mike Kelly (Operations Director).

Mr. Mortillaro announced that Mr. Kelly had recruited three volunteers to sit on the Sustainability Committee. Their backgrounds were listed in the documentation and he request their appointment to the Sustainability Committee. The three people are Ms. Katherine Mortimer (City of Santa Fe), Mr. Erick Aune (Santa Fe MPO), and Mr. Erik Aaboe (Santa Fe County).

Councilor Ring moved to approve the appointments. Mr. Bulthuis seconded the motion and it passed by unanimous (9-0) voice vote.

F. Discussion and Award of Long Range Transit Service Plan (LRTSP)

Mr. Mortillaro said in April 2014, the Short Term Transit Service Plan was completed and the District had also budgeted for the Long Range Transit Service Plan going out 20 years which had never been done since NCRTD started. The purpose of the LRTSP is to bring together information and data generated through the short range plan and build on other efforts such as the Santa Fé MPO Long Range Plan which doesn’t cover all of the District’s territory. Atomic City Transit is updating its short range plan. The State is developing a long range plan and so is Rio Metro. All of that information will be integrated into this plan. Once the information is assessed, it will help in developing a vision for the District’s future in the 4 county area covering 20 years. It will project how the District should go forward, where we should allocate funds and what opportunities are ahead to improve transit services in this district. It will involve the Board extensively to help define that vision.

Staff had requested funding from NMDOT, Rail and Transit Division and the District received a grant of $64,000 with $16,000 local match from GRT for the LRTSP budget. The RFP was issued June 16, 2014 and only two firms submitted proposals. After review and interviews, the selection committee recommended to Felsburg, Holt & Ullevig as the consultant. Their proposal is in the packet with their budget that is slightly under $80,000 and details on how they will proceed.

The development of the LRTSP envisions about four public meetings since a lot of the needed information has already been gathered. The staff will sit with the consultant on how to get the most from constituents in those four meetings.

Mr. Bulthuis was unclear on page 53 under recommended action about involvement of the KFH Group.

Mr. Mortillaro said that was a typo and should say FHU.

Mr. Mortillaro said the $96,400 budget amount and will cover any additional costs for added public meetings or other work the District thinks it needs to accomplish the plan.
Councilor Sheehey noted on page 120, where the contractor described the meetings if it was anticipated those four meetings were additional meetings of the Board.

Mr. Mortillaro didn’t anticipate that they would be but anticipated integrating the workshops into the board agenda.

Councilor Sheehey surmised that on those dates, other business would be lighter. Mr. Mortillaro agreed.

Mr. Mortillaro added that this group is also working with Rio Metro on their strategic plan. They haven’t started work there yet.

Vice-Chair Chávez commented that the MPO in their work on the Master Transit Plan, were looking at connectivity and was encouraged that this firm was actually looking at connectivity of all Santa Fé trails and all routes including Rail Runner and would save time and money for everyone.

Ms. Mermejo moved to approve the contract with Felsburg, Holt & Ullevig at $80,000 as recommended by staff and to set a project budget amount of $96,400. Councilor Ring seconded the motion and it passed by unanimous (9-0) voice vote.

G. Discussion and Review of the Investment of District Funds and the State of New Mexico Local Government Investment Pool Report

Ms. Aragon provided this report to the Finance Subcommittee last month and the Subcommittee recommended it to the Board.

Ms. Aragon provided the report for the NMLGIP investments for the period of March to June 30 and shown on page 137 in the packet. The total amount set for investment totaled approximately $5,975,492 with a total overall cash balance of $7,428,077, including the NCRTD operating account balance of approximately $1,226,882. As of June 30, 2014, the earnings totaled $5,883 with an average rate of return of 0.325%. The highest rate was 0.70% with US New Mexico Federal Credit Union for a six-month term which earned $598.10.

The current quarter of April-June, 2014, earned a total of $3,941 compared to the entire 2013 fiscal earning of $3,377.

There were no questions and by consensus, the Board received the report.

DISCUSSION ITEMS:

H. Discussion and Review of Ski Santa Fe Service Update

Ms. McGuire reported on the Ski Santa Fe Service as instructed by the Board. Conversations regarding service to Ski Santa Fe have continued with Tribal members, City of Santa Fe, Santa Fe County and area
stakeholders. At the July 30, 2014 meeting, they looked at the impact of this project on sacred and ceremonial sites on the mountain. Two meetings in August assessed that impact further. The group discussed the FLAP proposal update and in mid-August, focused on finding a win-win solution for all stakeholders and figuring out a financial plan to make it happen.

A meeting was set for September 2, 2014 to further clarify the mission of the service, potential funding sources and possibly stop sponsorships.

Vice-Chair Chávez noted there was still some expectation that it might happen for this ski season. This service should be addressed as part of the long range service plan. He urged the Board to keep the long range perspective and not to give the public false hopes.

Mr. Mortillaro agreed. Once these discussion have concluded, the District will meet again with the pueblos and make sure their concerns have been addressed. That needs to happen before formal action of the Board. Even if it all aligns, it is still a funding issue and without that, no service will be available.

Vice-Chair Chávez asked for an update on the FLAP application.

Ms. McGuire said the application was not approved but Santa Fé County did get funding.

Mr. Robert Griego reported that Santa Fe County received verbal communication that they would receive funding but were awaiting a formal award letter that would outline the specifics. The amount of the award would be identified in the letter.

The project would include a natural surface trail to Diablo Canyon as well as a paved portion. The proposed project was modified somewhat by the federal agency.

Councilor Sheehey announced that in Los Alamos this year, the County was building a partnership with Sipapu to operate the Pajarito ski area. Los Alamos is considering funding its own ski buses to the ski area from Los Alamos and White Rock out of Economic Development funds. They believed this project would be good for the town and help the economy. He hoped if Santa Fe had such resources, they would include that in their discussions.

Ms. Maes thanked Ms. McGuire for those efforts. Tesuque really appreciated the District efforts to push this forward for the venture with the pueblo concerns at the forefront. The group talked about what to do to help the public stay off of certain areas.

She shared a 2009 Indian Affairs Magazine article with the board members. They have expanded on it to address their own pueblos to give the public something they need to read about the cultural historic areas for everyone.

Vice-Chair Chávez advocated to keep the dialogue open and see how it plays out as they took slow and deliberate steps toward this service.

Mr. Mortillaro agreed and they would keep tracking it.
I. Financial Report for August 2014

Ms. Aragon presented the financial summary for two months of activity.

She informed the Board that they were still processing some invoices from the previous fiscal year and they would not see July GRT revenue until November 21.

Ms. Aragon went through the finances with the Board as shown on pages 141 - 153.

Councilor Sheehey pointed out that the District gets a large amount of federal funding in grants which is a good thing because that shows our delegation recognizes the importance of transit to economic development to our state. But that funding is not guaranteed and the members need to tell our delegation that continued funding for rapid transit is a high priority not just to keep RTD alive but for the benefit of our state. It was a big battle in Congress and the Senate this year. There are representatives and senators who have a negative idea about all of it. It is up to us to point out the good result for this money. We might disagree about the levels but there are those who want to throw a monkey wrench into the whole system. The NCRTD is dependent on continued functioning government and they need to continue funding these important projects.

J. Finance Subcommittee Report

Mr. Vigil reported that the Finance Subcommittee met on August 22 with two agenda items: 1) a review of the quarterly investment report as presented by Ms. Aragon; and 2) the entrance conference by Hinkle and Andrews for the audit.

Mr. Mortillaro recapped the entrance conference with the auditors. They asked the subcommittee of any areas of concern they would want auditors to take an extra look at. The subcommittee spent about 90 minutes in discussion with the auditors.

Ms. Aragon said they were required in May to send recommendations to the auditors of approval to proceed. The engagement letter was received this past week and that began the schedule.

Vice-Chair Chávez asked Mr. Vigil about the matrix in the packet.

Mr. Vigil said that was from the May meeting.

Councilor Sheehey explained that was just a mistake in the agenda packet. It should have included August minutes rather than May minutes.

Mr. Mortillaro pointed out that they didn’t have a June or July subcommittee meeting so the May minutes were the only minutes approved at the August meeting.

No action was needed.
K. Tribal Subcommittee Report

There was no Tribal Subcommittee report because no meeting was held.

L. Executive Report.

Mr. Kelly referred to page 163 for the ridership which was down a little on District routes and regional routes but overall, showed they had an annual increase in ridership.

Page 166 showed that vehicle operating costs were a little lower than normal. The Spare vehicle ratio was up as they had one vehicle auctioned off and another is waiting to be sold. The District will continue to follow the replacement schedules as approved. The District met all maintenance targets.

There were two minor accidents with little or no damage and neither one was the District drivers’ fault. The complaints and incidents were listed.

MATTERS FROM THE BOARD

M. Request for Service to Jicarilla Apache Nation

Mr. Mortillaro said a request letter needs to be submitted and staff are working with Rio Arriba County on it. That will probably be presented at the next meeting with a Jicarilla Apache representative.

MISCELLANEOUS

N. Request to Reschedule October 3, 2014 Board Meeting to October 10, 2014

Vice-Chair Chávez noted a request to reschedule the October Board meeting from October 3 to October 10.

Councilor Ring moved to schedule the next meeting on October 10, 2014 at 9:00 a.m. Councilor Sheehy seconded the motion and it passed by unanimous (9-0) voice vote.

Mr. Dwyer suggested that since the District publishes an annual Board meeting schedule that it would be best to notify the press on meeting date changes.

Mr. Bulthuis announced that he and Mr. Mortillaro are participating on the New Mexico Transit Association who contracted with a lobbying firm to advocate for some of the things Councilor Sheehy talked about. Specifically at the state level, they are setting up funds to keep transit operations going.
Mr. Mortillaro said Councilor Joe Maestas introduced a resolution at the New Mexico Municipal League to introduce a request to start a transit fund on the state level. We also made request to the Los Alamos Council through the New Mexico Association of Counties and talked with Brian Mosshart who was going to talk to Sharon Stover who is either Chair or Vice Chair and they might bring it back to the Los Alamos Council. Since NMTA doesn't have representatives on that board, the District has to rely on those who do.

Mr. Montoya invited the Board members to the Nambé Feast Day on Saturday, October 4th at Nambé.

Ms. Maes gave all the staff and Board members a big thank you for the celebration of NCRTD’s tenth anniversary.

Ms. Mermejo announced they just finished construction on McCurdy Road and the intersection on the south road realigned would reopen today.

ADJOURNMENT

Upon motion by Councilor Ring and second by Ms. Maes, the Board meeting was adjourned at 10:35 a.m. by unanimous voice vote.

NEXT BOARD MEETING: October 10, 2014 at 9:00 a.m.

Approved by:

____________________________
Daniel R. Barrone, Chair

Attest:

____________________________
Dennis Tim Salazar, Secretary

Submitted by:

____________________________
Carl Boaz, Stenographer
Title:
Intelligent Transportation System Update

Prepared By:
Stacey McGuire, Projects and Grants Specialist

Summary:
The NCRTD has undertaken a very impressive and forward-thinking project to implement an Intelligent Transportation System (ITS) throughout its operations and fleet. The implementation of ITS will allow the NCRTD to be more responsive in its day-to-day operations, be more proactive in its route and schedule planning, improve safety of riders and Staff alike, and it will ultimately allow the rider to use real-time passenger information to maximize usage of the NCRTD and the service it provides.

Throughout this Project, we have seen many milestones achieved, and plan to continue growing in our understanding of the Intelligent Transportation System and its functions and capabilities. As demonstrated in the PowerPoint, we are currently in the ‘Use’ phase: we are receiving ongoing training, getting our feet wet, and beginning to use the system and explore the ways in which we can maximize and utilize the system to its fullest. As we become more familiar and comfortable with the system and begin to better ‘Understand’ its capabilities, we expect to grow leaps and bounds in our abilities to maximize the information provided. Ultimately, we look forward to being able to use the Intelligent Transportation System to truly ‘Transform’ the way we provide transit service to the communities of North Central New Mexico.
Background:

- NCRTD and Los Alamos County Atomic City Transit jointly issued RFP April 2013
- Multiple Proposals received May 2013; Proposal evaluations, Proposer interviews followed
- Avail Technologies selected as most qualified firm, Avail BAFO received June 2013
- Selection of Contractor recommended to NCRTD Board, Board approved; Contract entered into with Avail Technologies July 2013
- October 2013 Avail’s initial site visit: Discovery and Kickoff; preliminary discussion and planning for implementation of ITS; multiple meetings and discussion surrounding current operations and needs, how ITS works, what our relationship will be moving forward
- November 2013 Project Matrix Review; implementation timeline discussed
- Beginning December 2013 bi-weekly conference calls between NCRTD and Avail to address setup and initial plan and discuss progress
- Planning and Requirements Review occurred in January 2014 to further discuss the plan of action and to define expectations and roles of NCRTD and Avail throughout Project
- December 2013 Avail onsite at NCRTD to perform vehicle surveys, in-vehicle equipment ordered; initial schedule data entry training provided
- Avail returned to Española for system overview and training January 2014; Configuration and Design Review completed; continued data entry training, operational training, fixed route software overview and initial training
- March 2014 StrataGen onsite to provide training on Adept paratransit software
- March 2014 schedule data entry initiated (DataPoint); stops located; turn sheets created and verified by Operations
- Schedule data entry ongoing in April 2014, tweaks continue and will be throughout operation of ITS
- ITS Assessment and Integration sign off occurred April 2014
- Ongoing flex route discussion and how it will impact MyAvail April 2014
- May 2014 NCRTD Project Team visited Avail in PA to perform Factory Acceptance Testing on the system; visited two other transit agencies that are longtime and current Avail partners
- Avail onsite for equipment installs and hardware training throughout June 2014
- PILOT of system performed June 2014 with Avail onsite
- QR code design, marketing plan and rollout process initiated June 2014, ongoing
- Upon completion of equipment install, ITS Adoption and Rollout began in July 2014
- August 2014 continuing operational training; reports training, equipment support training
- Avail onsite August 2014 to perform System Acceptance Testing; ongoing operational training and troubleshooting provided; additional report and InfoPoint training provided
- Ongoing observance of systems operations and troubleshooting throughout September 2014
- Avail onsite for 30-Day Test September 2014; system testing performed and transition from implementation to support initiated
Title:
Discussion and Approval of Contract Award for the TAP ADA Transition Plan

Prepared By:
Stacey McGuire, Projects and Grants Specialist

Summary:
The NCRTD is looking to move forward in the planning, assessment and design of ADA compliant bus stops and facilities. In September of 2013, the NCRTD Board approved Staff’s request to apply for Federal Fiscal Year 2014 Transportation Alternatives Program (TAP) funding to perform a systemwide bus stop and facilities assessment which will result in a prioritized ADA Transition Plan to be used by the NCRTD to complete the renovations required by FTA to bring all NCRTD bus stops and facilities into ADA compliance. The NCRTD was awarded $87,500 for Phase I Planning and Design in FFY2014 and $165,000 for construction in FFY2015.

Background:
The NCRTD Board authorized Staff to apply for TAP funds for planning, design and construction of ADA compliant bus stops and facilities in October 2013. The TAP funds were preliminarily awarded at the NPRTPO meeting in September 2013, with final award from NMDOT received in November 2013. In May 2013, NMDOT completed the Cooperative Agreement, effectively beginning the Project. In accordance with NM State Procurement Code (as listed in the TAP funding award language), the NCRTD issued a Request for Qualifications for a Transit Systemwide Assessment of Bus Facilities for Compliance with Americans with Disabilities Act (ADA) on August 12, 2014. The deadline for submittal of Statements of Qualifications to the NCRTD was September 11, 2014. The NCRTD received 4 Statements of Qualifications from respondents. A Qualifications evaluation team was assembled consisting of Mike Kelly (NCRTD
Operations Director), Stacey McGuire (NCRTD Projects and Grants Specialist), and Philo Shelton (Los Alamos County Public Works Director and NCRTD Board member). The evaluation team collectively determined that three firms were qualified to continue on in the process and received the RFP on September 17, 2014. The Proposal deadline was September 29, 2014, with Presentations to be completed on September 3, 2014. The NCRTD received two Proposals in response to the RFP. The RFP evaluation and selection team consisted of Mike Kelly (NCRTD), Stacey McGuire (NCRTD), Eric Martinez (City of Santa Fe), David Chapman (City of Santa Fe).

**Recommended Action:**
It is recommended that the Board approve the NCRTD evaluation committee recommendation of Wilson & Company as the most qualified respondent to the TAP ADA Transition Plan RFP. The recommendations of the NCRTD Board and Staff will be brought to NMDOT for final approval of Contract Award.

**Options/Alternatives:**
To not approve the Staff recommended Contract Award could potentially result in the NCRTD being held by FTA as ADA non-compliant and may result in loss of current and/or future funding. Additionally, to not assess and create a plan for improvements related to ADA compliance and accessibility could potentially open the NCRTD up to legal and/or civil recourse.

**Fiscal Impact:**
The TAP award Phase I completion has a deadline to NMDOT of July 15, 2015. The total Phase I Project Award and budget is $87,500 (85.44% TAP /14.56% NCRTD match), of which the TAP Award will cover $74,760, and the NCRTD will cover $12,740.

Wilson & Company provided and initial project cost quote of $89,044.58, which included $5825.35 in GRT payment. A final scope and cost negotiation is scheduled to occur on Thursday, October 9, 2014. Any changes and/or updates resulting from this negotiation will be brought forward to the Board at the October 10, 2014 meeting. To note, any project costs above the $87,500 TAP award will be the sole responsibility of the NCRTD.

If this contract is not awarded, the funding may be jeopardized based on deadline alone.

**Attachments:**
- NCRTD Request for Proposals (RFP) TAP ADA Transition Plan, including tentative scope of work
- NCRTD RFP Addendum
- Wilson & Company RFP Submittal
Request for Proposals
RFP- (RFQ- 2015-02)

Transit System-wide Assessment of Bus Facilities for Compliance with Americans with Disabilities Act (ADA)

CN 5100972

SECTION 1 – INTRODUCTION and OVERVIEW

North Central Regional Transit District (NCRTD) is seeking proposals from qualified proposers with demonstrated success to provide a system-wide assessment of all bus facilities for compliance with Americans with Disabilities Act (ADA).

1.1 PROCURING AGENCY AND CONTRACTING OFFICER

All communication concerning any aspect of this solicitation of offers shall be in writing and shall be with the Contracting Officer.

Procuring Agency: North Central Regional Transit District
1327 North Riverside Drive
Espanola, New Mexico 87532
Phone: 1-866-206-0754

Purchasing Agent: Glenda Aragon
Finance Director/ Purchasing Agent
glendaa@ncrtd.org
1.2 **SOLICITATION SCHEDULE**

The following is the solicitation schedule for this procurement:

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE AND TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request For Qualifications Issued</td>
<td>August 12, 2014</td>
</tr>
<tr>
<td>Statement of Qualifications Packet Due</td>
<td>Statement of Qualifications are due no later than 4:30pm on September 11, 2014</td>
</tr>
<tr>
<td>Interviews (if required)</td>
<td>September 15-16, 2014</td>
</tr>
<tr>
<td><strong>Request for Proposal Issued to Qualified individuals or firms</strong></td>
<td>September 17, 2014</td>
</tr>
<tr>
<td>Questions and Requests for Clarifications due to NCRTD</td>
<td>September 18-19, 2014</td>
</tr>
<tr>
<td>NCRTD Responds to Questions and Clarifications</td>
<td>September 22-23, 2014</td>
</tr>
<tr>
<td><strong>Proposals Due</strong></td>
<td><strong>Proposals are due no later than 4:30pm on September 26, 2014</strong></td>
</tr>
<tr>
<td>Evaluation of Proposals Received</td>
<td>September 28- 29, 2014</td>
</tr>
<tr>
<td>Proposer Presentations/Interviews</td>
<td>September 30- October 1, 2014</td>
</tr>
<tr>
<td>Anticipated Award</td>
<td>October 10, 2014</td>
</tr>
</tbody>
</table>

*Please be aware that the Anticipated Award date of October 3, 2014 as listed in the RFQ has been updated to October 10, 2014 in the RFP.*

1.3 **PROPOSALS**

In order to be considered for award, **proposals must be received by 4:30 p.m. MST, Friday, September 26, 2014.** Any proposal received after the specified date and time will be returned to the Proposer unopened. The receiving time in the NCRTD lobby located at 1327 North Riverside Drive, Espanola, New Mexico 87532 will be the governing time for acceptability of proposals. This RFP does not commit NCRTD to award a contract. NCRTD will not pay Proposers for any costs associated with preparing responses to this RFP. NCRTD reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified Proposers, to award a contract without discussions/interviews or to cancel in part or in its entirety this RFP if it is in the best interests of NCRTD to do so.
1.4 DISTRIBUTION OF SOLICITATION DOCUMENTS

NCRTD is distributing this RFP and all relevant documents through its web site at www.ridethebluebus.com. Companies and persons that submitted Statements of Qualifications that were evaluated by the NCRTD to be qualified to perform the Project herein will be notified to proceed to the next step in this RFP process.

All addenda and updates to the RFP will be posted at the above referenced web site. Prospective Proposers are responsible for checking the web site for addenda and updates to the RFP. Beyond initial email to inform prospective Proposers about the RFP, NCRTD will not send communication directly to Proposers.

SECTION 2 - SCOPE OF SERVICES

INTRODUCTION AND BACKGROUND

In 2003, Governor Bill Richardson signed into law the Regional Transit District Act. This legislation authorized the creation of regional transit districts in the State of New Mexico.

73-25-2. The purpose of the Regional Transit District Act;

A. Serve the public by providing for the creation of regional networks of safe and efficient public transit services;

B. Allow multijurisdictional public transit systems to reduce the congestion of single-occupant motor vehicle traffic by providing transportation options for residents;

C. Decrease automobile accidents by reducing traffic congestion on freeways and streets;

D. Reduce noise and air pollution produced by motor vehicles;

E. Prolong and extend the life of New Mexico’s existing roadways by easing the traffic burden;

F. Provide residents with a choice of transportation alternatives so that seniors, youth, low-income and mobility-impaired residents and others unable to drive or afford motor vehicles continue to have full access to the goods, services, jobs and activities of the community;

G. Improve the New Mexico economy by increasing workforce and citizen access to education and higher paying jobs; and

H. Prolong and extend petroleum resources.

In September, 2004 the NCRTD was the first RTD to be certified by the New Mexico Transportation Commission.

Presently the NCRTD has twenty (20) fixed and commuter routes regionally, and demand response service within a 15 mile radius of the Espanola Park and Ride lot. The NCRTD service area stretches from Costilla
and Chama in northern New Mexico, south to Moriarty and Edgewood (near Albuquerque), and covers approximately 10,000 square miles.

The District is a partnership of members from four (4) counties: Rio Arriba, Taos, Los Alamos, and Santa Fe; the cities of Santa Fe and Española; the Town of Edgewood; and six (6) Pueblos: Ohkay Owingeh, Santa Clara, San Ildefonso, Pojoaque, Tesuque, and Nambé.

The purpose of this project is to bring existing bus stops and shelters into ADA compliance through the creation, utilization, and implementation of an ADA Transition Plan. To accomplish the creation of the ADA Transition Plan, the Contractor will perform a system-wide assessment of all NCRTD bus stops and shelters to ascertain the compliance to ADA requirements.

2.1 PROJECT SUMMARY

The North Central Regional Transit District (NCRTD) is soliciting Proposals from those firms who were deemed to be qualified under the first phase of this process. Those qualified firms were deemed to possess the expertise in architectural and engineering services as well as planning and conceptual design of ADA compliant bus facilities, including stops, shelters, and benches, of which the NCRTD has over 200, in a variety of rural and remote locations throughout its 10,000 square mile service area in north central New Mexico.

This project includes assessing its existing bus facilities for ADA compliance, existing bus facility site evaluation (including FHWA required environmental documentation), as well as developing ADA compliant guidelines for NCRTD use in future implementation of bus facilities. An ADA Transition Plan will result from a system-wide assessment of bus facilities and will also provide direction as to the priority in which the improvements to the facilities will be made. This ADA Transition Plan will satisfy and align with all Federal transit and Americans with Disabilities Act Guidelines applicable to Transportation Facilities, the United States Access Board Public Right of Way Accessibility Guidelines (PROWAG) requirements, and the ADA Standards for Transportation Facilities as issued by U.S. DOT. New Mexico DOT is administering this award; as such, all Federal and State requirements shall be complied with.

Funds for this project are derived from FHWA grants administered through the New Mexico Department of Transportation (NMDOT) and therefore the successful contractor must comply with Federal and State requirements. The final contract will address specific Federal and State requirements. This is a competitive process and will follow the State procurement code. If an agreement cannot be made with the most qualified Contractor, the NCRTD will move on to the next most qualified firm or individual and begin price negotiation.

The purpose of this project is to bring existing bus stops and shelters into ADA compliance through the creation, utilization, and implementation of an ADA Transition Plan. To accomplish the creation of the ADA Transition Plan, the Contractor will perform a system-wide stop-by-stop field assessment of all NCRTD bus stops and shelters to ascertain the compliance to ADA requirements. To date, no formal identification has been performed to assess bus facility compliance with ADA Standards. The Plan will identify and prioritize bus stops and/or shelters that are currently not ADA compliant and provide for compliance action related thereto, and will
provide the NCRTD clear guidelines as to how to implement ADA compliant bus facilities in the future. Additionally, in conformance with the 2014 Tribal/Local Public Agency (T/LPA) Handbook, the process required for an approved PS&E Review Certification Package is included in this Phase. This includes but is not limited to plan/estimate development for milestone plan reviews, certification requests with supporting required documentation (as indicated in the paragraph below) and contract development for the bid package used to solicit bids for construction in Phase II.

Link for Handbook is:

http://dot.state.nm.us/content/dam/nmdot/Infrastructure/PINF/TLPA-HANDBOOK.PDF

Dependent upon assessment of each bus stop location and subsequent recommendation, environmental assessments may need to be performed. The activities that may be required include but are not limited to: ROW determination and surveying for land-use easements, utility impact and the necessary approvals required to construct recommended changes, and a survey displaying topographic features. Each bus stop location will be assessed on a case-by-case basis. NEPA process is required for environmental documentation. Refer to the T/LPA Handbook for specific Environmental and Certification processes that must be satisfied.

Currently, in the four county service area of Rio Arriba, Los Alamos, Santa Fe, and Taos, the NCRTD has approximately 33 rural and urban area bus stops with shelters; it is unclear whether any of these shelters are compliant with ADA regulations. Also, the NCRTD has multiple additional rural bus stops that need modification to be brought up to ADA standards. Currently, the NCRTD operates 20 routes, and has approximately 200+ bus facilities located throughout its 10,000 square mile service area. A map file displaying the NCRTD bus stops and shelters (within google earth) will be provided to the Proposer. Refer to Exhibit A for the link for the map of the NCRTD transit service area denoting bus stop locations by latitude/longitude coordinates (file was created using google earth). It is expected that the awarded Contractor will formally identify and create a bus stop inventory that notes location, ADA-compliance status, and amenities at the stop location.

The vast majority of bus stops are located within State DOT or municipal Right-of-Way (some are located within private property and/or Tribal property). Many of the NCRTD bus stops are connected to and/or are near other roadway infrastructure such as sidewalks, curbs, and shoulders. Some bus stops are located adjacent to paved roadways, while others are located near gravel and/or do not have any directly connecting infrastructure. In the context of this Project, ADA-compliance issues specific to non-NCRTD infrastructure should be acknowledged, so as to provide site specific information that will assist in the creation of the ADA Transition Plan; a solution specific to non-NCRTD infrastructure ADA-compliance is not required for this Project.
The following tasks (including but not limited to) are proposed:

**Task 1: Perform Inventory Assessment Process** – Develop and finalize the process utilized to conduct the overall NCRTD ADA Transition Plan Project, including an initial meeting with NCRTD Staff (and key stakeholders) and the development of a formal framework plan for inventory assessment process that will document initial concepts and inputs for data needs, inventory structure, data collection procedures, project schedule, and necessary coordination effort, among other major aspects of the study.

**Task 2: Perform Comprehensive Inventory** – Perform a comprehensive inventory and assessment of existing conditions at bus stops throughout the NCRTD’s service area. This effort will produce a baseline evaluation report effectively establishing the ADA required self-evaluation analysis leading to the development of a work plan for remediation of ADA deficiencies necessary to fulfill the ADA Transition Plan requirements. This will include the creation of a system-wide bus stop inventory, including GPS coordinates, stop amenities/facilities, area geographic attributes and environmental barriers, and a list of ADA-compliant and non-compliant elements on a stop-by-stop basis. Additionally, the Contractor will complete PS&E Review Certification Package (which has to be approved prior to May 15, 2015) to NMDOT.

**Task 3: Prepare System-Wide Plan** – Prepare a system-wide plan, identifying needed improvements and phasing program for implementing improvements based on anticipated funding. This will involve establishing criteria for prioritization of improvements. The expectation is that the Proposer will provide engineering services to design and ensure the placement of bus stops, shelters and signage are situated in ADA-compliant locations and areas; the Proposer is not expected to design the actual facility amenities (such as signs, benches and shelters). In addition the Consultant will develop ADA compliant bus facilities placement guidelines for NCRTD use in the future implementation of bus facilities.

**Task 4: Provide Training for NCRTD Staff** – Through the delivery of a formal document outlining ADA compliance requirements, as well as one-on-one training and the review of existing NCRTD ADA materials, the Contractor will effectively enhance NCRTD Staff’s understanding of accessibility issues and particularly ADA physical and service requirements as they relate to bus stops.

**Task 5: Upon completion of the ADA Transition Plan, the selected firm or individual will be asked to provide an all-inclusive cost estimate for Phase II construction. Also, a complete Scope of Work for the Phase II Construction will be provided by the Proposer.**

**Task 6: Meetings and Documentation** – This task includes meetings, status reports and documentation of the overall ADA Transition Plan Project.

In Phase I (FFY14), an ADA Transition Plan will be created and used to formally identify ADA compliant and noncompliant bus stops and shelters. The Plan will be used to determine and design the necessary modification to bring the bus stops and shelters into ADA compliance given the funding parameters in Phase II. The deadline for completion of Phase I services is May 15, 2015. To meet the deadline, a PS&E Review Certification Package has to be approved by NMDOT prior to May 15, 2015. Furthermore, upon completion of the ADA Transition Plan,
the selected firm or individual will be asked to provide an all-inclusive cost estimate for Phase II construction.

**Optional Phase I Bid Item – Construction Management.** If mutually agreed, the Consultant may be retained by NCRTD for construction management services. If Optional Phase I Bid Item – Construction Management is mutually agreed upon, the Consultant may be retained by NCRTD for construction management services.

If such is the case, the Consultant shall:

A. Prepare and advertise the Invitation to Bid (IFB) in local newspapers, trade magazines, etc.
B. Assist in preparing addenda that may be issued to bidders. The Consultant shall answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process and preconstruction meeting. The Consultant shall assist the NCRTD, at no charge, in preparation of Addenda regarding omissions or conflicts in the design.
C. Respond to Requests for Information (RFI) or other reasonably anticipated plan changes during construction.
D. Be available to review design change requests and assist the NCRTD in issuing Contract Change Orders.
E. Review and approve shop drawings and/or other required contractor submittals.
F. Prepare as-built drawings. The Consultant shall prepare a stamped and signed (by a New Mexico registered Civil Engineer) set of as-built plans incorporating all changes made during project construction. The as-built plans shall be provided to, and approved by the NCRTD prior to the release of the final progress payment.
G. Review and approve all contractor requests for payment and submit approved requests to NCRTD.
H. Perform Construction Resident Engineer duties.
I. Manage construction testing services.

The tasks identified above represent NCRTD staff’s interpretation of an appropriate strategy to accomplish the goals and objectives of the project. The identified tasks are not intended to be exhaustive, nor do they necessarily include every work element that may be required to successfully attain the goals. The Consultant will be provided with the flexibility needed to determine the appropriate methodology and analysis techniques, and develop an appropriate approach.

In Phase II (FFY15) of the project, the designed ADA compliant placement of bus stops and shelters will be utilized to appropriately locate and construct ADA compliant bus facilities (dependent upon priority level and fund availability). The scope of work for the construction phase will be ascertained during Phase I.
2.2 DELIVERABLES

The following deliverables are suggested by NCRTD as the logical outcomes of the required services described above. However, the proposer is welcome to suggest an alternative set of deliverables that reflects the nature of their proposed planning process.

- System-wide Bus Stop Inventory Process
- Comprehensive Bus Facilities Inventory including Preliminary Field Review (to Finalize Scope) and Final (Approved) Scoping Report as well as Preliminary Engineering
- Public Information Meeting(s) and Findings and Feedback Report(s)
- Site-specific Right-of-Way Determinations and Topographical Survey (if needed)
- Preparing Site-specific Cultural Resource and Utility Locate Documents (if needed)
- Design Reviews at 30%, 50%, 90% and 100% Completion
- Environmental Certification (including PS&E package approved by NMDOT)
- Written Monthly Status Reports (Including a Graphical Project Timeline Updated as Needed)
- Recommended ADA Transition Plan
- Bid Package and Complete Construction Contract Documents
- Staff Training on ADA guidelines and procedures
- Guidelines for Future Bus Facilities Placement Meeting ADA Standards
- Presentation to the Board
- Finalized and Board Approved ADA Transition Plan

Each deliverable shall be transmitted to NCRTD in draft form, and will be subject to a two-stage review process. NCRTD Staff will review the draft and advise the Proposer of needed changes. Media and file formats: Reports shall be delivered to NCRTD in a current version of Microsoft Word. Presentations shall be produced and delivered in Microsoft Power Point, and public versions will be delivered in .pdf format.

Reports are to be dated and identified as either draft or final, as appropriate. Submittal of final reports shall be accompanied by the files, in their native format, that were used to generate graphics displayed in the reports.

For additional information on timeline and NMDOT required project development process and progress, refer to Chapter 3 within the 2014 Tribal/Local Public Agency (T/LPA) Handbook (link displayed above). All deliverables noted within the T/LPA as required by NMDOT should be addressed and performed and/or completed.

2.4 TIMETABLE AND BUDGET

At the start of the project, the Proposer will be expected to produce a project timetable that lists major tasks with their starting and ending dates. Meetings and deliverables should be included as milestones on the timetable. The Proposer shall update and resubmit the timetable as conditions warrant.
At the start of the project, the Proposer will provide a task-by-task budget. The budget will be constructed in a way that allows the Proposer and the NCRTD Project Manager to monitor project financial performance and take corrective actions in a timely manner.

The desired timetable for project completion is 6-8 months from the date of contract execution. It is imperative that the funding deadlines are met as any delays during Phase I may impact Phase II Construction funding and subsequent Project completion. The PS&E package and all environmental certifications must be received and approved by NMDOT by May 15, 2015.

The NCRTD was recently awarded FHWA funds specifically for this Project. The Phase I Project budget is $87,500 for engineering, planning, and design (including system-wide assessment and the creation of an ADA Transition Plan). The Phase II Project budget is $165,000, specifically for implementation (construction and/or renovation) of recommendations as made within the ADA Transition Plan.

2.5 PROJECT MANAGEMENT AND REPORTING

The Proposer shall name a single point of contact for the project, and all communications between NCRTD and the Proposer shall be through that individual.

NCRTD Executive Director Anthony J. Mortillaro or his designee will be the NCRTD Project Manager for this effort and shall be the Proposer’s primary contact. Although from time-to-time the Proposer may be directed to talk to others, the Proposer shall keep the NCRTD Project Manager advised of all communications with other NCRTD staff.

The Proposer will submit regular progress reports to the NCRTD Project Manager indicating the status of the project relative to the original budget and timeline. The progress reports shall note any instances of expected deviations from the original project budget and timeline, and shall either describe corrective actions, or offer a revised budget and timeline to meet the new circumstances. Adjustments to the total budget will be strongly discouraged, but re-allocation of existing budget among tasks will be considered.

SECTION 3 - INSTRUCTIONS TO PROPOSERS

ACCEPTANCE PERIOD

Proposals and subsequent offers shall be valid for a period of ninety (90) days after submittal to NCRTD.

3.1 PROPOSER COMMUNICATIONS AND REQUEST

All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the Purchasing Agent. Proposers and their representatives shall not make any contact with or communicate with any members of NCRTD, or its employees and proposers, other than the Contracting Officer concerning any aspect of this solicitation or offers. Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of NCRTD other than the Purchasing Agent.
At any time during this procurement up to the time specified, proposer's may request in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified tasks. Such written requests shall be made to the Purchasing Agent. The Proposer making the request shall be responsible for its proper delivery to NCRTD. NCRTD will not respond to oral requests. Any request for a change to any requirement of the contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by the NCRTD in the form of addenda only. Only written responses provided as addenda shall be official and no other forms of communication with any officer, employee, or agent of the NCRTD shall be binding on NCRTD. All addenda will be posted on the NCRTD website. It is the sole responsibility of the Proposer to view and acknowledge the addenda.

The Proposer's Request for Clarifications must be received by the date indicated in the Solicitation Schedule located in this RFP.

If it should appear to a prospective Proposer that the Scope of Services is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local law, ordinance, rule, regulation, or other standard or requirement, the Proposer shall submit a written request for clarification to the NCRTD within the time period specified.

3.2 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING

Proposals stating conditions, exceptions, reservations or understandings (hereinafter deviations) relating to the RFP may be rejected.

Any and all deviations must be explicitly, fully and separately stated in the proposal by setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and evaluated by NCRTD. All deviations found to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures, but may result in the proposer receiving a less favorable evaluation than without the deviation.

3.3 REQUIREMENTS FOR RFP RESPONSE

Proposers shall submit one (1) original-unbound, five (5) bound copies and one (1) electronic copy (in a current version of Microsoft Word) of their proposal that must include the following:

a. Letter of Transmittal

The Letter of Transmittal shall be addressed to Anthony J. Mortillaro, Executive Director and must, at a minimum, contain the following:

1. Identification of the offering firm(s) and proposal contact, including name, address, telephone and facsimile numbers, email, and firm web site.
2. Acknowledgment of RFP addenda, if any. An “Addenda” form is included in the Required Forms and Certifications section of this RFP.

3. Name, title and contact information for vendor representative who will be the point of contact on all issues regarding this RFP.

4. A statement to the effect the proposal shall remain valid for a period of not less than 90 days from the date of submittal or Proposal due date, whichever is later.

5. Signature of person authorized to bind the offering firm to the terms of the Proposal.

b. Qualifications and References
   1. Describe the company, including history, mission and nature of work, number of employees and office location(s).
   2. Qualifications and capabilities of the staff to be assigned to NCRTD’s contract including licenses, certifications, and years of experience.

c. Experience and Capacity
   1. Provide a minimum of three clients, preferably public transit or governmental agencies, that the firm has provided services similar to NCRTD’s requirements. Provide the address, phone number, email (if available) and contact name for the clients. Provide name(s) of staff from proposing firm that worked on the project.
   2. Discussion and evidence of successful Transit Agency ADA Transition Plans that Proposer has developed. Proposer must state what measurements it used to determine that the Transit Agency ADA Transition Plans have been successful.

d. Understanding of major work elements and project
   1. This section shall clearly convey that the Proposer understands the nature of the work, and issues related to providing the ADA Transition Plan for the District.

e. Approach and Management Plan
   1. This section shall provide the firm’s/team’s proposed approach and management plan for providing the services. Include an organization chart showing the proposed relationships among consultant staff, District staff and any other parties that may have a significant role in the delivery of this project.

f. Staffing Plan
   1. The proposal shall provide a staffing plan and an estimate of the total hours (detailed by position) required for each task included in the scope of services. Discuss the workload, both current and anticipated, for all Key Team
Members, and their capacity to perform the requested services for the NCRTD according to your proposed schedule.

g. Work Plan and Schedule

1. This section shall include a description and schedule of how each task deliverable of the project will be completed. The Work Plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the firm/team’s approach for completing the requested services for this project on schedule.

h. Cost Control

1. Provide information on how the firm/team will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.

i. Cost

1. Provide a detailed cost proposal for the project including costs by task for consultant labor and other direct costs.

2. Provide a detailed cost proposal for Bid Alternate, Construction Management Services.

3.4 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of any part of a proposal already received will be accepted by NCRTD only if the modification is received prior to the Proposal Due Date.

A Proposer may withdraw the entire proposal already received prior to the Proposal Due Date by submitting a written request for withdrawal executed by the proposer’s authorized representative. After the proposed Due Date, a Proposal may be withdrawn only if NCRTD fails to award the Contract within the proposal validity period or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a proposer to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be utilized by a proposer as a means to submit a late proposal and, as such, will not alter NCRTD's right to reject a late proposal.

3.5 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

a. General Information

1. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described in this section. Subject to the NCRTD’s right to reject any or all Proposals, the Proposer will be selected whose Proposal is found to be most advantageous to NCRTD, based
upon consideration of the criteria. During the initial review of Proposals, NCRTD reserves the right to request clarification of minor issues from any proposer to assure a complete understanding of their offer and to adjust any evaluations made with incorrect or unclear information.

2. NCRTD will consider all the material submitted by the Proposer and related evidence NCRTD may obtain to determine whether the Proposer is capable of and has a history of successfully completing contracts of the type solicited. A clear and complete response to the solicitation is critical so that the evaluation team may adequately understand all aspects of the proposal.

3. Proposers shall furnish acceptable evidence of their ability to perform, such as financial stability and the ability to obtain the necessary personnel when requested by NCRTD. Refusal to provide requested information may cause the proposal to be rejected.

4. The evaluation team will make such investigations as are considered necessary for complete evaluation. The evaluation team will employ those evaluation criteria set forth in this RFP or in addenda that may be issued. The evaluation criteria shall be deemed to include any unstated sub criterion that logically might be included within the scope of the stated criterion.

5. NCRTD reserves the right to select proposals that are in a competitive range, conduct discussions, and request Best and Final Offers. NCRTD also reserves the right to make an award without discussions or requesting Best and Final Offers.

6. After reviewing Proposals, NCRTD has the right to invite none, one, or more proposers to make a presentation and be interviewed at NCRTD offices. The decision to invite none, one, or more proposers to make a presentation and be interviewed will be at NCRTD’s sole discretion and not open to negotiation with proposers who are, or are not, invited to present their Proposals and be interviewed. Not all proposers may be invited. Proposers who are invited to make a presentation and be interviewed do so at their own expense and are not guaranteed award of a Contract. NCRTD will not reimburse any expenses incurred by a proposer.

7. Proposers making presentations are solely responsible for communicating their ideas, solutions, strengths, etc. within the time limit provided for their presentation and interview. NCRTD is not responsible for communication the proposer fails to provide within the time limit allowed. Proposers will be made aware of the time limit when a presentation and interview are scheduled.

8. While NCRTD may make available the audio-visual equipment it has available on site for proposers to use during their presentation and interviews, NCRTD is not responsible for equipment failures or power outages, and will not be obligated to schedule another presentation or interview for the proposer should equipment failures or power outages affect the proposers presentations
and interviews. Proposers are welcome to bring their own equipment as appropriate.

9. It is the responsibility of the proposer to submit a clear and complete Proposal. Proposers must not assume that they will have another opportunity (presentation, interview or otherwise) to clarify or further discuss their capabilities/qualifications beyond the Proposal they submit.

b. Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiation and selection process. Only the members of the evaluation team and other NCRTD officials, employees and agents that have a legitimate interest will be provided access to the proposals and evaluation results during this period.

c. Evaluation Criteria

The selection of a successful Proposer will be based on the following criteria:

1. Quality and approach of proposal:
   a. Proven experience of firm
   b. Proven experience of staff proposed to work on this project
   c. Understanding of objectives
   d. Methodology and procedures
   e. Work plan/schedules/time lines

2. Cost and/or fees;

3. Organizational, personnel and resources:
   a. Organization and management
   b. Experience and qualifications of proposed staff

4. Conformance to Requirements and Specification: The degree to which the proposer and content of the proposal meet the requirements of the RFP.

d. Evaluation Procedures

1. NCRTD may conduct at its sole discretion discussions with all Proposers. The extent of discussions/demonstrations will vary with the nature and the quality of the proposals. The basic purposes of the discussions are to review any shortcomings or deficiencies in the proposal, to discuss any listed deviations or exceptions, to clarify any information or questions the evaluation team may have concerning the proposal.

2. Evaluations will be made in accordance with all of the evaluation criteria and procedures. NCRTD will select for any award the highest ranked Proposal
from a responsible, qualified Proposer, which does not render this procurement financially infeasible, and is judged to be most advantageous to NCRTD based on consideration of the Evaluation Criteria.

e. **Confidentiality of Proposals**

1. Access to government records is governed by State of New Mexico law. Except as otherwise required by State Statutes, the NCRTD will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial information, which a proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

2. The proposer shall submit proprietary information, trade secrets or confidential commercial and financial information, which a proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.

3. Upon a request for records from a third party regarding this proposal, NCRTD will notify in writing the party involved. The involved proposer shall indemnify NCRTD’s defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

4. NCRTD shall employ sound business practices no less diligent than those used for NCRTD’s own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by proposer’s and the proposer pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the State of New Mexico laws against disclosure of such information and material to third parties except as permitted by the Contract. The proposer shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by NCRTD in its sole discretion, bears appropriate notice relating to its confidential character.

### 3.6 RESPONSE TO PROPOSALS

a. **Notice of Award**

The contract shall be deemed to include all provisions of this RFP, and all provisions required in public contracts by local, state and federal law.
b. Notice to Unsuccessful Proposers: NCRTD will inform unsuccessful Proposers who were within the competitive range at the time negotiations closed of the following information:

1. The number of prospective proposers solicited by the NCRTD;
2. The number of proposals NCRTD received; and
3. The name of the successful Proposer.

NCRTD will try to give the notice under this paragraph promptly after contract award. NCRTD's failure to give that notice shall not be deemed to affect the validity of the contract.

c. Acceptance/Rejection of Proposals

1. NCRTD reserves the right to reject any or all proposals for any reason it deems valid at its sole discretion, to undertake discussions with one or more proposers, and to accept that proposal or modified proposal which, in its judgment will be most advantageous to NCRTD, price and other evaluation criteria considered. NCRTD reserves the right to consider any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. NCRTD reserves the right to waive any defects, or minor informalities or irregularities in any proposal that do not materially affect the proposal or prejudice other proposer's.

2. If there is any evidence indicating that two or more Proposer's are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposer's shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by NCRTD.

3. NCRTD may reject a proposal that includes unacceptable deviations.

d. Single Proposal Response

If only one proposal is received and it is found by NCRTD to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for NCRTD of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar period. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer. It is conducted to form an opinion as to the
degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results therefrom shall not obligate NCRTD to accept such a single proposal; and NCRTD may reject such proposal at its sole discretion.

e. Cancellation of Procurement

NCRTD reserves the right to cancel the procurement, for any reason at its sole discretion, at any time before the Contract is fully approved and executed on behalf of NCRTD. NCRTD will not pay Proposers any costs incurred in the preparation of a proposal responding to this RFP.

SECTION 4 - SPECIAL PROVISIONS

CONTRACT DOCUMENTS

All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. Wherever conflicting, contradictory, or redundant statements exist between the Scope of Services and the other sections of the RFP document, the other sections of the RFP take precedence.

4.1 MODIFICATION TO CONTRACT

a. Written Change Orders

Oral change orders are not permitted. No change in the contract shall be made unless NCRTD gives prior written approval. The Proposer shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract signed by NCRTD. A properly executed change order takes precedence over previous executed contract provisions.

b. Change Order Procedure

Within fifteen (15) calendar days after receipt of the written change order to modify the contract, the Proposer shall submit to NCRTD a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Proposer and NCRTD. At this time, a detailed modification shall be executed in writing by both parties.

4.2 TERM OF CONTRACT AND RENEWAL

a. The Contract will be for the creation and submission of Deliverables as specified in this RFP. All Deliverables must be accepted by NCRTD to be deemed to meet the requirements of the RFP and resulting contract. Upon pre-award approval by the NCRTD Board of Directors, NCRTD will issue a One (1) year
Contract. Upon Award, the Proposer will begin work and maintain a schedule set forth in the Time Line presented in their Proposal and agreed upon by NCRTD.

b. Change Orders to extend the term of the Contract may be made by NCRTD.

4.3 RESERVED RIGHTS OF NCRTD IN SOLICITATION PROCESS

In addition to all other rights of NCRTD under New Mexico and Federal law, NCRTD reserves the following:

a. NCRTD reserves the right to rank firms and negotiate with the highest ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. NCRTD reserves the right to select the proposal that it believes will serve the best interest of NCRTD.

c. NCRTD reserves the right to reject any and all proposals.

d. NCRTD reserves the right to remedy or waive technical or immaterial errors in the RFP.

e. NCRTD reserves the right to request any necessary clarifications or proposal data without changing the terms.

f. NCRTD reserves the right to make selection of the proposer to perform the services required based on the original proposals without negotiations.

g. NCRTD reserves the right to make all final determination as to whether the services and scope of service have been satisfactorily completed.

4.4 PROTEST PROCEDURES

a. General Procedures

1. Any proposer or proposer whose direct economic interest would be affected by the award of the Contract or the failure to award the Contract may file a protest, claim or dispute with NCRTD pursuant to the protest procedures attached hereto as Exhibit # B prior to filing any protest, claim or dispute with the NCRTD.

2. Protests, claims or disputes, where applicable, shall be in writing and filed with NCRTD directed to the Executive Director 1327 North Riverside Drive, Espanola, New Mexico 87532. Failure To Comply With Any Of The Requirements May Result In Rejection Of The Protest.
REQUIRED FORMS AND CERTIFICATIONS
ADDENDA

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No. , Dated ______
Addendum No. , Dated ______
Addendum No. , Dated ______

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render bid unresponsive.

_______________________________________________________________
(Name of Individual, Partnership or Corporation)
________________________________________________________________
(Address)
________________________________________________________________
(Authorized Signature) (Title)
________________________________________________________________
(Date) (Telephone)
AGREEMENT OF GOODS AND SERVICES

To: North Central Regional Transit District
1327 North Riverside Drive
Espanola, NM 87532

The undersigned hereby agrees to furnish the goods and services as listed below in accordance with the specifications which have been carefully examined and are attached.

Signed:

Printed Name:

Title:

Date: Telephone:

For (Company):

Address:
CERTIFICATE OF NON COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);

2. That the attached bid has been arrived at by the Bidder independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Invitation for Bid, designed to limit independent bids or competition;

3. That the contents of the bid has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bidder, and will not be communicated to any such person prior to the official opening of the proposals; and,

4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Signed

Firm Name

Subscribed and sworn to before me this day of _____________, 2012

Notary Public

My commission expires ,

Proposers E.I. Number

(Number used on employer’s Quarterly Federal Tax Return)
Exhibit A

For best viewing, use google earth to open link for current NCRTD bus stop locations:

NCRTD Bus Stop Locations
PROTESTS, APPEALS AND REMEDIES

1. Authority to resolve protested solicitations and awards.

The Purchasing Agent is responsible to address, process, and exercise the following:

a) Protests of bid or RFP specifications or scope of work. Any vendor who is aggrieved in connection with the specifications or scope of work in a solicitation may protest to the Purchasing Agent. The protest shall be submitted in writing no later than 7 calendar days prior to the deadline for receipt of the bid or proposal. No protest bond will apply to such protest. The Purchasing Agent shall issue a determination in writing within 2 work days of receipt of such protest, and either proceed with the solicitation, modify it, or cancel it.

b) Right to protest; protest bond. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall contain all the grounds for such protest, and must be submitted in writing within 15 calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, along with a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the District. The amount of the bond shall not exceed the estimated cost to the District of processing and defending a protest. Only one protest per person per solicitation is permitted.

c) Authority to resolve protests. The Purchasing Agent shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract.

d) Decision. If the protest is not resolved by mutual agreement, the Purchasing Agent shall promptly issue a decision in writing stating the reason for the action taken and informing the protestant of its right to appeal the decision to the District Board. A copy of the decision of the Purchasing Agent shall be mailed, return receipt requested, or hand-delivered to the protestant or to the address provided in the protest.

e) Appeal. Any appeal to the District Board of an adverse decision shall be made by filing with the Executive Director’s office within 15 calendar days after the decision has been delivered to the aggrieved person. The proceeding before the Board shall be de novo. The Board shall decide whether the solicitation or award was in accordance with this Policy, procedures, and the terms and conditions of the solicitation.

f) Decisions final. A decision of the District Board under this Section shall be final and conclusive. The aggrieved person may seek judicial review in the state First Judicial District Court within 30 days of the receipt of notice of the decision of the District Board.

g) Stay of procurements during protests. In the event of a timely protest under subsection (a) of this section, the Purchasing Agent shall not proceed further with the solicitation or with
the award of the contract unless the Purchasing Agent, after consultation with the Executive Director, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the District.

h) Entitlement to costs.

i) When a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but was not, then the protesting bidder or offeror shall be entitled, in addition to any other relief, to the reasonable costs incurred in connection with the protest or appeal costs other than attorney's fees.

j) Should the protest be denied, the District shall be entitled to recover reasonable costs for processing and adjudicating the protest, and for costs associated with an unreasonable delay of the contract. Recovery of these costs shall not be limited to the proceeds from the protest bond. Excess bond proceeds shall be returned to the person.

2. Contract Claims.

Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation or other cause for contract modification or rescission. Within 15 calendar days of the time the contractor knows or should have known of the facts and circumstances giving rise to a claim the following procedure shall apply:

a) Notice of claim to the Purchasing Agent. All claims by a contractor against the District relating to a contract except bid protests shall be submitted in writing to the Purchasing Agent for decision. The contractor may request a conference with the Purchasing Agent on the claim.

b) Notice to the contractor of the Purchasing Agent's decision. The decision of the Purchasing Agent shall be issued in writing within 15 calendar days of claim notice and immediately mailed, or otherwise furnished, to the contractor. The decision shall state reasons for the decision reached, and shall inform the contractor of its appeal rights under subsection (d) of this section.

c) Failure to render timely decision. If the Purchasing Agent does not issue a written decision regarding any contract controversy within 15 days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

d) Appeal. Any appeal to the District Board of an adverse decision shall be made by filing with the Executive Directors office within 15 calendar days after the decision has been received by the aggrieved person. The proceeding before the District Board shall be de novo.

e) Decisions by Board final; exception. A decision of the District Board under this section shall be final and conclusive unless a protestant seeks judicial review in the state First Judicial District Court within 30 days of the receipt of notice of the decision of the District Board.
3. Remedies for solicitations or awards in violation of law.

   a) Prior to bid opening or closing date for receipt of proposals. If, prior to the bid opening or the closing date for receipt of proposals, the Purchasing Agent, after consultation with the District Attorney, determines that a solicitation is in violation of applicable law or regulation then the solicitation shall be canceled by the Purchasing Agent or revised to comply with applicable law.

   b) Prior to award. If, after bid opening or the closing date for receipt of proposals, the Purchasing Agent, after consultation with the District Legal Counsel, determines that a solicitation or a proposed award of a contract is in violation of applicable law then the solicitation or proposed award shall be canceled by the Purchasing Agent.

   c) After award. If, after an award, the Purchasing Agent, after consultation with the District Legal Counsel, determines that a solicitation or award of a contract was in violation of applicable law, then:

      i. If neither the purchaser nor the person awarded the contract has acted fraudulently or in bad faith:

      d) The contract or invoice may be ratified and affirmed or approved for payment by the Board for any amount or the Executive Director, as applicable, for amounts under $100,000.00, provided that it is determined that doing so is in the best interests of the District; or

      e) The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or

   If either the purchaser or the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void by the Purchasing Agent, if such action is in the best interests of the District.
Exhibit C
Sample Professional Services Agreement

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

PROFESSIONAL SERVICES AGREEMENT

THIS TRANSIT SERVICE PLAN UPDATE SERVICES AGREEMENT is made by and between the North Central Regional Transit District hereinafter referred to as the “Client or District” and, ______________ hereinafter referred to as “Contractor” and collectively referred to as the “PARTIES”.

WHEREAS, pursuant to the Districts Procurement Regulations, the Contractor has held itself out as possessing the personnel, experience and knowledge necessary to perform the services described in implementing the Scope of Work as attached and contained within the RFP; and the District has selected the Contractor as the offeror most advantageous to the District.

WHEREAS, all parties agree that, pursuant to the Procurement Regulations the total amount of this Agreement is $____, excluding NMGRT taxes.

1. **The District agrees**
   a. To compensate the Contractor in the amount of $_____ for services referred to above, excluding gross receipts tax.
   b. To be invoiced monthly.

2. **Taxes**
   a. Payment of taxes for any money received under this Agreement shall be the Contractor’s sole responsibility.
   b. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the District to the Contractor.

3. **Contractor agrees to:**
   a. Provide all services contained in their response to the RFP and all others as described in the Districts RFP and as outlined in the project proposal and deliver completed project in a timely manner with all work to be done in cooperation with THE District’s project coordinator.
   b. Not charge the District for ???????.
b. Obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

c. Submit monthly invoices, containing a detailed report of work performed.

d. Refund to the District, in the same proportion as it was paid to the Contractor, expenditures under this agreement when determined by independent audit to be ineligible for payment.

4. Term

This agreement shall not become effective until approved by the North Central Regional Transit District. This Agreement shall terminate on ????, 2013, unless terminated pursuant to paragraph 5, or extended by mutual agreement in writing for up to ????.

5. Termination

a. Generally. District may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of District at the rate set out in the Contractor's proposal. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to District originals of all materials prepared pursuant to this Agreement.

b. Funding. The terms of this Agreement is contingent upon sufficient appropriations and authorization being made by the NCRTD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NCRTD, this Agreement shall terminate upon written notice being given by the NCRTD to the Contractor. The NCRTD’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Status of Contractor, Staff, and Personnel

This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of District and will not be considered an employee of District for any purpose. Contractor, its agents or employees shall make no representation that they are District employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the District’s name or logo. Neither Contractor, nor any employee of Contractor, shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind District to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the District to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from the District; provided, however, that Contractor shall at all times
during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner. The Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer, District employee or former District employee have been followed.

7. Employees and Subcontractors

Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless District for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

8. Assignment

Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of District.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District.

10. Records and Audit

Contractor shall maintain throughout the term of this Agreement and for a period of six (6) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by District all records, books of account, memoranda, and other documents pertaining to District at any reasonable time upon request.

11. Release

The Contractor’s acceptance of final payment of the amount due under this Agreement shall operate as a release of the District, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. Confidentiality

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

All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of District as works for hire. Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of District. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the District.

14. **Insurance**

Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to the District. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section 14 is a condition precedent to the District’s obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement, unless and until Contractor has met the requirements of this Section 14. The District requires Certificates of Insurance, or other evidence acceptable to District, that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance and Automobile Liability Insurance shall name the District as an additional insured and provide that the District will be notified no less than thirty (30) days in advance of cancellation.

- General Liability Insurance. $1,000,000 combined single limit per occurrence;
- Workers’ Compensation. In an amount as may be required by law. District may immediately terminate this Agreement if Contractor fails to comply with the Worker’s Compensation Act and applicable rules when required to do so; and
- Automobile Liability Insurance for Contractor and its employees. An amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

15. **Conflict of Interest**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer, District employee or former District employee have been followed.
16. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

17. Merger

This Agreement incorporates all 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 agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. Non Discrimination

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

19. Invalid Term or Condition

If any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable.

20. Enforcement of Agreement

A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. Severability

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

22. Applicable Law

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

23. **Indemnification**

Contractor shall indemnify, hold harmless and defend District, its Board members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys’ fees, of any kind or nature, arising from Contractor's negligent performance hereunder or breach hereof and the negligent performance of Contractor’s employees, agents, representatives and subcontractors.

24. **Release**

The Contractor’s acceptance of final payment of the amount due under this Agreement shall operate as a release of the District, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

25. **Tort Claims Act**

Nothing herein waives or shall be deemed to waive any of the District’s defenses and immunities under the New Mexico Tort Claims Act.

26. **Notices**

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

**North Central Regional Transit District:**

**Contractor:**

**Executive Director**

**1327 N. Riverside Dr.**

**Española, NM 87532**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

**NCRTD Representative:** ___________________________ **Date:** ___________

**?????????????????? :** ___________________________ **Date:** ___________
Transit System-wide Assessment of Bus Facilities for Compliance with Americans with Disabilities Act (ADA)

RFP- (RFQ- 2015-02)

Questions and Clarifications Addendum #1 (2014-09-22)

1. The RFP states the budget for Phase I is $87,500 for engineering and design. However, construction documents for the ADA upgrades are not included in the Tasks outlined in Section 2.1. Are construction documents included in the Phase 1 efforts? Please clarify.

The construction contract documents completion is a part of Phase I design and planning and is a requirement as a part of the PS&E package that is mentioned in the T/LGA handbook.

2. The schedule as shown on page 2, indicates NCRTD will provide responses to questions by 9/23/14. I would like to request a 4 day extension to the due date of the proposals to September 30th to provide adequate time to prepare our submission, once responses are provided.

The NCRTD will grant an extension as requested. See below the updated Solicitation Schedule moving forward:

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE AND TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCRTD Responds to Questions and Clarifications</td>
<td>September 22-23, 2014</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Proposals are due no later than 4:30pm on September 29, 2014</td>
</tr>
<tr>
<td>Evaluation of Proposals Received</td>
<td>September 30- October 1, 2014</td>
</tr>
<tr>
<td>Proposer Presentations/Interviews</td>
<td>October 2-3, 2014</td>
</tr>
<tr>
<td>Anticipated Award</td>
<td>October 10, 2014</td>
</tr>
</tbody>
</table>

3. Does NCRTD have any mapping available other than Exhibit A from the RFP, such as GIS coverages, aerial photography, surveys, as-built plans, etc.?

No, we do not have additional mapping available for each bus stop location.
4. Is it the District’s intent that all “200+ bus facilities” be inventoried and evaluated under Task 2, or will the focus be on the “33 rural and urban area bus stops with shelters” referenced in paragraph 3 on page 5 of the RFP?

All 200+ bus stops are expected to be inventoried and reviewed; it is anticipated, though, that the stops with shelters on/at them will most likely need more in-depth assessment and/or more extensive remediation.

5. Does NCRTD plan to expand routes & facilities in the foreseeable future?

The NCRTD recently completed a 5 year service plan update, and is planning to expand within existing routes (more stops) and to also expand to provide more service (more routes or spurs). The NCRTD plans to begin implementing the updates in Jan 2015, and expects that it may take 24+ months to complete.

6. Will there be a Proposal page limit?

There is no Proposal page limit.

7. Regarding §3.2 of the RFP, does this apply to proposed modifications to the Professional Services Agreement (Exhibit C), or will the District consider alternative contract language during negotiations with the selected firm?

Section 3.2 of the RFP does not pertain to proposed modifications to the Professional Services Agreement, and that the District would consider alternative contract language.

8. Per §3.3.i., is the cost proposal allowable under state qualifications-based selection criteria?

The NCRTD would like to remove the following section from the RFP:

Section 3.3.i on page 12, specifically:

i. Cost

1. Provide a detailed cost proposal for the project including costs by task for consultant labor and other direct costs.

2. Provide a detailed cost proposal for Bid Alternate, Construction Management Services.
RFP (RFG-2015-02)

CN 5100972

with Americans with Disabilities Act (ADA)
of Bus Facilities for Compliance Assessment
Transit System-Wide Wide Assessment

North Central Regional Transit District

Española, New Mexico 87532
1327 North Riverside Drive

To: North Central Regional Transit District

September 29, 2014

INCOMING MAIL
ENTERED SEP 29 2014

Finance

2:32 PM
North Central Regional Transit District

Transit System-Wide Assessment
of Bus Facilities for Compliance
with Americans with Disabilities Act (ADA)

September 29, 2014
a. Letter of Transmittal

September 29, 2014

North Central Regional Transit District
Mr. Anthcn J. Mortillaro, Executive Director
1327 North Riverside Drive
Española, NM 87532

RE: Response to Request for Proposals for Transit System-Wide Assessment of Bus Facilities for Compliance with Americans with Disabilities Act (ADA) | CN 5100972 | RFP- (RFQ-2015-02)

Dear Mr. Mortillaro,

Updating the many bus shelters and facilities under the operational authority of North Central Regional Transit District is important because it achieves compliance with the Americans with Disabilities Act PROWAG and ultimately improves the quality of life, creating a domino effect of a sense of supportive and responsive community. Wilson & Company will partner with you to develop your ADA Transition Plan that will prioritize resources, invest in the most critical stops first, and develop an implementation program that will shape the future bus stop facility investments in the region.

By choosing the Wilson & Company Team, you receive:

» **Assurance in Meeting Standards:** We are proactive in staying up-to-date in federal and state standards. Our Project Manager, Scott Perkins, has worked with the State of New Mexico to develop manuals and standard details that incorporate current ADA-compliant PROWAG design practice.

» **An Experienced Team.** Our Senior Planner, Jim Townsend, recently worked with the Maricopa Association of Governments in Phoenix to complete a study that inventoried and categorized over 7,000 transit stops in the metropolitan area for pedestrian and bicyclist improvements, based on various levels of investment and service. He will work with Scott closely to successfully meet all planning efforts. Our design implementation manager, Derek Meier, is thoroughly versed in ADA-compliant plan project development. Our team has been developed to implement all project phases from concept to construction.

» **An Overall Quality Project.** The Wilson & Company Team will perform consistent, disciplined, and documented quality control procedures for each and every product to ensure delivery of excellence. Communication is an absolute must for success. We understand the importance of listening to determine goals and avoid issues. Our response time leaves no room for getting off track from our constantly communicated goals.

We provide the below information in response to the requirements outlined in the RFP:

1. **Identification of offering firm and proposal contact with name, address, telephone, fax, email and website.**

**Wilson & Company, Inc., Engineers & Architects**
4900 Lang Avenue NE
Albuquerque, NM 87109
Phone: (505) 348-4000 | Fax: (505) 348-4055
Scott.Perkins@wilsonco.com
www.wilsonco.com
2. **Acknowledgement of Addenda, if any.**
We acknowledge receiving Amendment #1 (2014-02-22), made necessary changes to our proposal and included our Acknowledgment of Addenda form.

3. **Name, title, and contact info for point of contact regarding RFP issues.**
Scott Perkins, PE, Vice President  
(505) 348-4016 | Email: scott.perkins@wilsonco.com

4. **Statement that proposal is valid for 90 days from proposal due date (09/29/14).**
This proposal is valid for 90 days from September 29, 2014.

5. **Signature of person authorized to bind the offering firm to the terms of the proposal.**
I, Scott Perkins, will serve as the Project Manager of this project. I am authorized to bind the firm.

We encourage you to contact us for any other information or questions. We look forward to working with the NCRTD. This will be an exciting project!

WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

Scott Perkins, PE  
Project Manager
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b. Qualifications and References

1. Description of Company

Wilson & Company represents quality services, and we are proud of the capabilities of our staff members and their achievements in the industry. We believe that close working relationships with our clients and the quality of our work products are key to the high percentage of repeat clientele we are able to achieve. From the earliest stage of planning through project completion, our staff works to ensure that the aesthetic, functional, and financial requirements of our projects are met. Our dedication to our clients represents the ultimate in customer service, and distinguishes Wilson & Company from the rest.

Wilson & Company was founded in 1932, and is a multi-disciplinary engineering, planning, architecture, surveying, mapping, and environmental firm employing staff throughout 21 offices in 13 states. Our staff of professionals includes civil, mechanical, electrical and structural engineers; architects; planners; biologists; surveyors; mappers; GIS specialists; right of way agents; financial analysts; program and construction managers; and inspectors. We provide services to a diverse client base including tribal, federal, and municipal governments; public transportation agencies; railroad companies; industrial and commercial corporations; private developers; institutional, primary, and secondary education; health care; and renewable energy companies.

421 employees firm-wide. Over 100 employees in New Mexico.
Subconsultants

**Autotroph** is an architecture, planning and consulting firm located in Santa Fe, specializing in the design of sustainable civic and transportation facilities. They maintain a close knit design studio of professionals so that they can give clients exceptional personalized service. They approach all projects in a collaborative, team-oriented manner. Autotroph will provide our team with siting expertise for shelter space planning.

Each design Autotroph produces is unique and responds to the environmental conditions of a particular site, specific functional needs, and the client’s budget. They create aesthetically pleasing solutions that combine functional requirements with inspiring design. In each project, designs are created that:

- Enhance quality of life.
- Respond to and integrate with site.
- Minimize energy consumption, pollution and resource depletion, thereby lessening the ecological footprint.
- Incorporate renewable energy and passive energy reduction strategies within the project budget.
- Reduce maintenance and operating costs.
- Utilize appropriate materials and technology.
- Accomplish affordable sustainable design.
- Move society toward a carbon neutral future.

**Marron and Associates, Inc. (Marron)** is a small, woman-owned environmental science and planning consulting firm that provides a full range of environmental services including resource management and regulatory compliance. Marron’s staff specializes in the National Environmental Policy Act (NEPA) compliance process and documentation, biological and wetland studies and reporting, cultural resource management, and development of public involvement strategies. Their work has been conducted for federal, state, and local governments, tribal entities, and private sector clients. Marron and Associates has been providing environmental services to the NMDOT and Federal Highway Administration (FHWA) for two decades, has a proven track record, and works extensively with the NMDOT Environmental Design Bureau as well as with District 5. They are very familiar with the NMDOT and FHWA's document guidelines and requirements and have prepared hundreds of environmental assessments, biological reports, and cultural resource reports for alignment study projects. Additionally, their public involvement specialists are very respected and have conducted public involvement efforts on numerous projects that have faced similar challenges. They also have extensive experience coordinating with resource and permitting agencies including the USACE, USFWS, and NMDGF. Marron will oversee and develop all environmental documentation and site assessment to any final project sites.
2. Qualifications and Capabilities of Staff

Our key team members below have the qualifications to make this a successful project for the NCRTD.

Team Resumes
Principal & Project Manager | Scott Perkins, NMPE #1022
Scott is a Vice President in Wilson & Company's Albuquerque office. He is experienced in various aspects of civil and highway design for numerous public and private clients. His work includes design and verification of quantities, horizontal and vertical control, pavement, and hydrology and hydraulics. Overall, Scott is a dynamic engineer and leader applying innovative solutions to complex projects. He strives to produce a win-win solution in all endeavors. He is and was involved in many complicated and highly controversial projects and was able to achieve success because of his understanding of the project stakeholders, issues at hand, and his communication skills. Some of the projects for which Scott was the Project Manager are the NMDOT 2014 Construction Manual, NMDOT 2014 ADA Standards, NM 528 Design-Build Project, Coors Road (St. Joseph's Road to Paseo del Norte Boulevard), US 84 Fairview Lane to US 285 (Project Principal), US 70 Corridor Roswell to Portales, and US 550 Corridor (Cuba North for 50 miles).

Quality Control | Savina Garcia, NMPE #16020
Savina is a Senior Project Manager and has more than 16 years of experience in civil engineering. Her experience and skills include project management, ADA bicycle/pedestrian accommodation, site/parking design, roadway widening and realignment design, grading and drainage design, bridge design and inspection, utility design and construction, plan preparation, cost estimating, public involvement, and construction management. She has managed and led several highly complex projects, heavy in public involvement, throughout design and construction management phases. She is currently the Project Manager of the 50 Mile Activity Loop project, one of the City of Albuquerque (COA) Mayor's "ABQ the Plan" projects. This plan focuses on large-scale public projects that will increase the quality of life for residents, enhance economic development opportunities, promote tourism, and spur private sector investments. She is also the Project Manager for COA On-Call projects consisting of various engineering tasks including the 4th Street Pedestrian Walkway/Roadway Improvements (Central to Tijeras) and the Downward Walkability Study & Conceptual Design. Several of Savina's projects have included ADA-compliant design, including the Lead & Coal Avenues Improvements and Golf Course Road Improvements projects.

Planning | Jim Townsend, AICP #13295
Jim leads our Transportation Planning and Traffic Engineering practice, offering experience from both private and public sectors. Jim's broad-based, multi-modal background and exposure provides national knowledge to his clients. He builds on his planning and operations background by providing community direction and proven cost-effective sustainable solutions. He integrates multi-modal elements into communities contemplating initiating or expanding multi-
modal services. Jim's excellent communication skills with audiences, from the technical engineer to the elected official to the lay person at a public meeting, provides clients with a collaborative process for consensus-building with any project Jim leads or directs. Jim has formulated regional plans in cooperation with state, regional, local and MPO organizations; he has developed technical studies for plan and program implementation; and he has facilitated elected official and citizen outreach efforts for committees, studies, and plans. Jim served as the Project Manager for the Designing Transit Accessible Communities project for Maricopa County, AZ, as well as Project Manager for the Coolidge, AZ Comprehensive Transportation Feasibility Study, the Principal Planner for the Arizona Strategic Highway Safety Plan, and the Planning Manager for the Missouri Department of Transportation's Major Projects Prioritization Project.

Plan Development & Local Governments & NMDOT Liaison | Derek Meier, PE #14504

Derek is Wilson & Company's New Mexico Transportation Group Leader. He has been an active member in the engineering community and has prepared numerous designs for the NMDOT, various New Mexico pueblos and tribal entities, COA, and various municipalities. His projects have varied from rural two-lane highway widening to full interstate reconstruction. Derek's experience includes roadway widening/realignment, grading and drainage design, erosion control methods, utility design and coordination, corridor studies, traffic engineering, plan preparation, and cost estimating. He also has extensive experience in providing construction-related services. Wilson & Company was hired by the NMDOT Local Technical Assistance Program (LTAP) to help prepare and present several training sessions for NM Tribal/Local Public Agencies (TLPAs). Derek coordinated with the NMDOT LPA Coordinator, Jill Mosier, FHWA representative and the North Central New Mexico Economical Development District (NCNMEDD) to develop and conduct a two-day training program. Derek is an asset to this project because of his knowledge of NMDOT procedures and policies as well as his good working relationships with clients he serves.

Bus Shelters & Aesthetics | Alexander Dzurec, NMRA #003942, AIA #30441505, LEED AP

Alexander has over 20 years of experience in the fields of architecture, planning and sustainable design. He is the founding principal of Autotroph, and has been with the firm for seven years. Prior to forming Autotroph, Alexander was a principal of Mazria Odems Dzurec, a leader in the field of sustainable design. He is dedicated to using design as a tool to improve the relationship between society and the environment. He believes in open communication and an interdisciplinary approach to design that balances technical solutions with time-tested building traditions. Alexander has excellent communication and team building skills. He is adept at walking clients and stakeholders through complex design problems, ensuring that projects run smoothly from start to finish. Alexander will assist with transit facility space planning.

Construction Management & Funding | Robert Garcia, NMPE #11408

Robert is a retired NMDOT Engineer with 28 years of experience. He worked in various capacities during his career with NMDOT including Assistant Project Manager for construction, NMDOT Design Squad Manager, Project
Development Engineer, Technical Support Engineer, and Construction Liaison Engineer. He has experience in several facets of Civil Engineering, including highway design, environmental coordination, utility coordination and design, right of way coordination, construction inspection and management, and construction contract administration of state, federal, and tribal contracts. Most recently, he was the NMDOT District 3 Manager for the Local Government Programs Unit from 2008 through 2012, during which he represented the FHWA as an Oversight/Liaison Engineer through the Stewardship Agreement executed between NMDOT and FHWA. He worked with most of the political subdivisions and tribal entities within District 3 (Bernalillo, Sandoval, and Valencia Counties) in assisting and providing oversight to those entities in the development and construction of their state and federally funded transportation projects.

Survey & Mapping | Ben Aragon, NMPS #15268
Ben serves as Albuquerque's Survey Manager, and as a Survey Project Manager, he has performed right of way, slope staking, control, GPS, cadastral, topographic, boundary, ALTA, hydrology, office calculations, and prepared setups for crews during construction projects. Ben has been the Survey Manager on various projects, which include contracts for the Pueblo of Laguna, USACE, FHWA, National Park Service, NMDOT, Union Pacific Railway, Kansas City Southern Railway and the Burlington Northern Santa Fe Railway Company.

Utilities | Conrad Ley, NMPE #21229
Conrad has been part of the Wilson & Company Transportation Division since August 2008. During his time with Wilson & Company, Conrad has worked on various tasks including: construction inspection, utility coordination, roadway and drainage design, traffic control design, signing and striping, NPDES plans, and cost estimates. Conrad has been a valuable asset on the US 64 Farmington to Bloomfield projects, White Rock NM 4 study, design and construction project, as well as several other Los Alamos County and NMDOT projects. Conrad is currently in charge of the NMDOT NM 173 project and the Los Alamos County Construction Inspection Services contract which included Diamond Drive Phase II, III, and IV and Eastern Area Phase I and II.

Environmental Site Assessment and Documentation | Eric Johnson
Eric has 25 years of experience in the environmental field with extensive emphasis on projects that adhere to NEPA and good working relationships with the NMDOT Environmental Development Section and FHWA. He has prepared categorical exclusions, environmental assessments, and impact statements for infrastructure and transportation projects. He is experienced in collecting data and evaluating environmental impacts on communities, land use, environmental justice, demographics, employment trends, income levels, economic indicators, and cumulative impacts. He also evaluates properties for effects from hazardous materials and documents the findings in Phase I or Initial Site Assessment (ISA) documents. Eric is proficient in agency coordination and conducts public involvement meetings and hearings in English or Spanish.
**Unique Key Team Member Knowledge Beneﬁtting NCR1D**

<table>
<thead>
<tr>
<th>Name</th>
<th>Experience/Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott Perkins</td>
<td>Expert in state and federal standards; reputable project management skills; ability to unite community in projects with complex issues.</td>
</tr>
<tr>
<td>Jim Townsend</td>
<td>Project Manager of Designing Transit Accessible Communities; innovative planning documents.</td>
</tr>
<tr>
<td>Savina Garcia</td>
<td>Experience with ADA-compliant bus shelter design and construction oversight for numerous municipal projects.</td>
</tr>
<tr>
<td>Derek Meier</td>
<td>TLPA Program Development/Education.</td>
</tr>
<tr>
<td>Robert Garcia</td>
<td>Retired from NMDOT as District 3 Manager for the Local Government Programs Unit in assisting, and providing oversight to, those entities in the development and construction of state and federally funded transportation projects.</td>
</tr>
<tr>
<td>Alexander Dzurec</td>
<td>Award-winning bus shelter design for Santa Fe Trails Bus Shelter Upgrades.</td>
</tr>
<tr>
<td>Eric Johnson</td>
<td>Trusted environmental documentation and permitting; great public involvement team with Scott Perkins.</td>
</tr>
<tr>
<td>Conrad Ley</td>
<td>Extensive corridor studies and engineering projects in northern New Mexico.</td>
</tr>
<tr>
<td>Ben Aragon</td>
<td>Survey Manager for numerous northern New Mexico projects.</td>
</tr>
</tbody>
</table>

c. Experience and Capacity

1. References

Wilson & Company invites you to contact the following references to test the quality of our work and good working relationships that led to successful projects.

**Jill Mosier, PE, Local Government Oversight Engineer | NMDOT**
(505) 798-6621  
7500 Pan American Blvd., Albuquerque, NM 87199  
Jill.Mosier@state.nm.us  
*Wilson & Company Team Members: Derek Meier, Robert Garcia*

**Alice Chen, Transportation Planner | Maricopa Association of Governments**
(602) 254-6300  
302 N. First Avenue, Suite 300, Phoenix, AZ 85003  
achen@armagov.com  
*Wilson & Company Team Members: Jim Townsend*

**Andrew De Garmo, ABQ Ride Title VI Coordinator | City of Albuquerque, Transit Department**
(505) 724-3109  
100 1st SW, Albuquerque, NM 87102  
adegarmo@abq.gov  
*Wilson & Company Team Members: Savina Garcia*
2. Discussion and Evidence of Successful ADA Transition Plans We have Developed

Our experience in ADA has been primarily focused on the implementation of ADA improvements. Over the past decade, Wilson & Company has designed hundreds of miles of trails and sidewalk, much of which includes transit stop locations, and we are currently designing the Santa Fe Downtown Transit Center.

A key project reference of a similar process is the Designing Transit Accessible Communities project which included assessing more than 7,000 transit stops in the MAG region using available GIS data for stops that included location, service, and boarding information. With this inventory information, a stop prototype was developed for each stop based on the stop location and surrounding infrastructure and population/employment density. The public involvement included on-site surveys and workshops with communities to assess the stops and needs for accessibility and mobility. The overall toolkit was produced to provide agencies with a "checklist" of items that promotes greater accessibility and mobility for pedestrians and bicyclists as development occurs and transit along with transit stops are integrated into the communities. Each prototypical stop type had a set of user improvements to understand typical prototypical costs, which then also assisted with ultimate prioritization of a program. We included a full project description of this project in our Response to the Request for

Measurements We Use to Determine Success of ADA Transition Plans

A critical component of a successful ADA Transition Plan is the ability to "self-evaluate" the inventories of physical facilities affecting pedestrian accessibility within the public right-of-way at transit stops, and facilities required to access those transit stops. Keys to that inventory include a managed database that reflects the need for improvement and tracks steps taken from the baseline condition of the inventory that will be undertaken through the efforts of this project. The result will be the ability to develop and create an annual report that uses the data to analyze the progress made to improve pedestrian facilities and to comply with ADA requirements. As outlined in our approach, we propose to use a GIS-based system to house the inventory, progress, and reporting to demonstrate corrective actions taken for ADA compliance.

d. Understanding of Project and Elements

1. Understanding of Nature of Work and Issues Related to Providing the Transition Plan to the NCRTD

The work to be performed for this Transition Plan includes the following key elements:

- Physical inventory of all transit stop locations;
- Assessment of ADA accessibility at the transit stop locations;
Assessment of ADA accessibility on the adjacent route to the transit stop location;
Identify the improvements required to bring the transit stop into ADA compliance;
Develop Plans, Specifications and Estimates (PS&E) plans for each stop requiring ADA compliance upgrades.

The potential issues related to providing the Transition Plan to the NCRTD is specifically related to developing PS&E plans for an unknown number of stops requiring ADA compliance upgrades. One approach could be to develop “typical” improvements for transit stop locations where a curb is located, transit stop locations on a rural section (non-curbed) roadways, and transit stop locations where the transit stop is off of the roadway, and apply that approach to each transit stop requiring ADA compliance upgrades. Typical improvements will be developed for future reference and use by the NCRTD at new sites. Checklists will be developed for consideration of future users to address all at stops.

e. Approach and Management Plan

1. Proposed Approach and Management Plan for Providing Services

The proposed approach involves a four step approach that develops a prioritized implementation program and monitoring/tracking system.

Task 1: Perform Inventory Assessment Process

The program definition defines all ADA compliance requirements that this ADA Transition Plan will be addressing. The requirements will outline the extents of an inventory, the specific inventory forms that will be used, and provide direction on the public involvement process to be used.

Task 2: Perform Comprehensive Inventory

The inventory approach is critical in order to develop a solid understanding of the ADA compliance needs, and the ability to retrofit improvements to meet those compliance items. Each stop will be inventoried using the agreed-upon form included in the Program Definition step of this process.

The inventory will examine the following items:

- Transit stop location
  - Required clearances for boarding/alighting
- Accessibility to the transit stop
  - Sidewalk condition
  - Intersection ADA ramp compliance
  - Intersection traffic control ADA compliance (buttons and signals)
- Assessment of ease of retrofit improvements
At least one photo of each stop location will be taken that includes a geo-tagged image that will be used to geolocate each transit stop. This geolocated point will provide the NCRTD a GIS point layer of each transit stop on the system.

One inventory form will be filled out for each stop so to contain a complete assessment on one form. The form will house the information that will be used to generate the database for inventory management purposes. Each form will be associated with the geolocated transit stop point so that the data on the form is also associated with each geolocated transit stop photo/point location. This association creates an easy method to link the photo, database and future improvement program together in a simple GIS-based management program. NCRTD will have this as a readily accessible database for future reference and use.

For each typical condition (curbed/ditch roadway, sidewalk presence, and off-street stop location, pole/sign/bench versus stops with shelter(s)), a typical improvement sketch will be developed and applied to transit stops with ADA compliance issues. There are three options that can be considered, including:

- Improve the existing stop to meet ADA compliance;
- Move the existing stop to more easily meet ADA compliance;
- Document why the stop or an alternative stop location cannot be improved with reasonable accommodations;
- Assess environmental factors; and,
- Assess subsurface utility issues.

For each ADA compliance issue, the jurisdiction ownership of the asset that is not in ADA compliance will be identified.

We will develop implementation design plans in compliance with approving agency requirements. Development of construction plan sets will be completed for review and approval by the NMDOT. Our team will consider constructibility in all our plans and details. This will ensure efficient delivery of the constructed facility.

**Task 3: Prepare System-Wide Plan**

The implementation step will develop a five-year improvement program that outlines priorities and phasing of ADA-compliant improvements based on the available funding to the NCRTD for such improvements. Since many of these improvements will be smaller-scale, Wilson & Company will also identify "packages" of improvements that could be let together to gain efficiencies in procurement and construction activities.

The GIS system used in Step 2 for the inventory will be the tool that NCRTD can use to monitor and track progress being made towards ADA compliance. Once improvements are made, additional "as built" photos and plans can be added to the GIS layer for each stop for future system management.

**Task 4: Provide Training for NCRTD Staff**

Wilson & Company will host a training session for the NCRTD staff on the
process used to assess the bus stops and provide definition on the ADA requirements for bus stops.

Task 5: Develop Cost Estimates for Phase II Construction
Based on the required improvements identified in Task 3, a detailed cost estimate will be developed for Phase II construction.

Task 6: Meetings and Documentation
A summary of the meetings and transition plan will be developed and transmitted to the NCRTD upon finalization of the project.

Organizational Chart
Each member the Wilson & Company Team was selected for their experience and our healthy working relationships. The key team members are shown below in our organizational chart, but if needed, we have the staff available to support our key team members and provide services for any unforeseen project need.

Legend
- Wilson & Company
- Marron and Associates
- Autotroph

The skills and resources provided by our team integrate national trends and specialized experience in design with exceptional local understanding and knowledge of NMDOT and FHWA procedures.
f. Staffing Plan

Our plan for staffing the Transit System wide Assessment of Bus Facilities for Compliance with the Americans with Disabilities Act revolves around the experiences and key staff we have selected to complete all the major activities of work as defined in the Scope of Work. Our key project leads, Scott Perkins, Jim Townsend, and Derek Meier, will be in direct responsible charge of the task level completion. Each of these key team members will have support staff to handle sub-task level efforts. The key leaders have excellent resumes developing and completing project of similar nature and effort. The overall effort will be lead by Scott Perkins, who will coordinate on a weekly basis, at a minimum, to engage discussion and make sure that NCRTD staff is current with project progression and is aware of issues as each develops. A review of the project schedule will be held at project meetings so that tracking and monitoring of the project process can be assessed. We have also added team members for unique tasks and assignment as required so we can readily cover the full breadth of the effort. We reviewed the workload of each team member and listed this in the work matrix provided. Our project schedule will be reviewed with the team once we are selected and confirmed and then it will become the official schedule and monitoring and tracking as the project. Thoughtful and thorough review time has been established for NCRTD within the project schedule. It will be a focus of our team to provide value in all our services to NCRTD for the duration of the effort. We will also focus on fully involving identified staff from NCRTD with our staff and operation so that they can carry the project forward as required. Our staff is very knowledgeable of the area having worked in the NCRTD service area on a number of project assignments.

**Staffing Plan – Hours by Task**

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<th>TEAM MEMBER</th>
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## Workload of Key Team Members

### Scott Perkins Projects

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<th>Name of Project</th>
<th>Percentage</th>
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<td>Santa Teresa Port of Entry</td>
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### Jim Townsend Projects

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<td>Arizona Strategic Highway Safety Plan</td>
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<td>Central Arizona Governments Safety Plan</td>
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### Derek Meier Projects

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<td>Navajo DOT Engineering On-Call</td>
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<td>Administrative Duties</td>
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<tr>
<td>COA Edith Transfer Station</td>
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</tr>
<tr>
<td>COA Engineering On-Call</td>
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<td>NMDOT NM 68 Corridor Study</td>
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<td>LANL TRU Waste</td>
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<td>Pueblo of San Felipe Sundance Road and St. James</td>
<td>30%</td>
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<td>Union Pacific Siding extensions</td>
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<tr>
<td>Jemez Dam Periodic</td>
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<tr>
<td>COE Cochiti Pueblo Topo</td>
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**Eric Johnson Projects**

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<td>NMDOT NM 30</td>
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<td>NMDOT NM 173</td>
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</tr>
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<td>NMDOT NM 74 Ohkay Owingeh</td>
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<tr>
<td>U.S.A.C.E. Fort Wingate</td>
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<td>Los Alamos County NM 4 White Rock</td>
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<td>NMDOT, local governments, and private companies Phase I ESAs ongoing</td>
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<td>Periodic projects</td>
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g. Work Plan and Schedule

**Work Plan**

Our team’s focus will be on the overall planning and development of the project schedule that will drive the detailed understanding by our team but also the NCRTD team as well. Our kick-off meeting will establish the main elements and deliverables outlined in the proposal and the timing of the execution of the full project. This step-by-step walk-through will ensure that the full team has buy-in to the overall deliverable to NCRTD.

The schedule on the following page reflects the preliminary intent of our project delivery process. It will be fully developed at the kick-off meeting and then provided to the full team for review. It then will be used for tracking and monitoring as the project proceeds.

As we discussed earlier in the staffing plan, the Wilson & Company team has been assembled to provide experienced team members in each of the required tasks. Our leads have been provided on the Organization Chart for reference. It will be the primary role of each of the leads to ensure the team that they understand the intent of each task and then to translate that into actionable items of effort that will be accomplished by their sub-team members.

Scott Perkins will be the Project Manager and the direct liaison with NCRTD for this project.
The following provides specific detail on the project plan development.

**Task 1**
The development of the Inventory Assessment Process will be the first take and will be the kick-off of the full project effort. This effort will be lead by Jim Townsend. This meeting will verify the complete scope of work required by NCRTD staff and all the milestone dates that are required for a successful project. The task and timelines will be developed into a CPM project schedule that will be provided to the whole project team. The schedule will be the basis of all team project meetings. The schedule will be updated as the project progresses. The scope of the assessment will be developed so that when the field assessment team starts the field process, they will have a detailed checklist so that we minimize questions and issues in field review effort. We will also fully develop the use of all the collected data so that field collection is complete and so we don't have to go back and collect more. A detailed checklist will be developed for the collection staff so that they know in specific detail their duties at each site. This is a must and will lead to a complete assessment of field conditions. Missed data can lead to impacts to schedule and project costs.

**Task 2**
This task will be the actual field work and process required to collect the identified data and to prepare and complete the detailed checklist for each site. This effort will be Lead by Derek Meier.
An important step to understand the potential ADA improvement needs is to conduct an inventory of the NCRTD transportation network. The starting point to developing a transition plan is to determine the data availability that currently exists and identify the data gaps so a thorough investigation, inventory and analysis can be undertaken. The project team will work with the District staff to examine the existing inventory records of NCRTD-maintained bus facilities. Aerial photography will be examined and site visits will be conducted to identify and verify missing data.

The self-evaluation effort is to conduct an inventory of bus facilities to identify issues addressing transit facilities by persons with disabilities. It is the first task to prepare an ADA Transition Plan and is the most daunting part due to lack of staff and funding to establish a base line inventory. The team suggests establishing a flexible inventory that can be expanded at periodic intervals as is allowed. The information developed through this effort must be quantified in order to establish the baseline so that progress can be measured and documented. The project team will provide the needed personnel resources in a time frame to be determined jointly with NCRTD staff. Possible methods to reduce the cost of collecting the missing data could include having missing data collected by NCRTD maintenance personnel as construction occurs.

The data will be collected in such a way as to be formatted in a GIS-located database for future reference and use. The inventory efforts will be documented in ArcGIS geodatabase format or shapefile format based on NCRTD direction. Maintaining the inventory in a GIS system will allow for easy prioritization of projects, tracking of improvements, quantifying and programming improvements, and summarizing progress.

All this field collected data will be used to assess the sites and to make informed decisions on priority of improvement plans. Plans will be developed for construction in the NMDOT format for construction funding. The development of construction plans will be developed for a project that will utilize the construction budget outlined by NCRTD. Priority will be based on the use of the site, coupled with the conditions found in the assessment. All review agencies will be provided review time to ensure compliance with the requirements.

**Task 3**
This task will develop a system-wide plan for implementation of ADA-compliant stops throughout the NCRTD system. This effort will be lead by Jim Townsend. It will develop a defined multi-year plan to bring the complete system up to ADA compliance. A prototype facility will be developed so that all the details of a compliant facility can be worked out. This then can be used to project and detail the system by need and costs to implement the effort. The actual amenities will be developed by NCRTD, but we will detail the space required for each and how will interface with the users. Detailed construction plans will not be developed for this effort, but concepts and funding required to implement each will be developed by our team.
It will be key at this stage of the project to identify what elements from past study efforts have been identified for improvement, are in an existing Capital Improvement Program to be constructed, where new development has occurred, and what proposed development is currently being planned. It will also be very important to understand, up front, what corridor improvement responsibilities are already planned between the different County Departments.

The key to developing a multi-tiered strategy for the corridor will involve extensive use of the District’s GIS and a comprehensive inventory of bus facilities. The inventory will include items to help guide planning efforts and prioritization of future project development decisions. Once the project management team understands the corridor level needs, a spreadsheet listing the needs will be developed. A corridor walkthrough can then occur to solidify a direction for agreement on ADA improvement needs that should be quantified and prioritized.

The transition plan needs to have a schedule and budget for the improvements needed to remove or mitigate the barriers which have been identified. It should also include a prioritization methodology for selecting improvements. This can be a separate plan for retrofits or become part of other scheduled maintenance and improvement projects.

The planning and inventory efforts previously described will allow the project management team to identify the "low hanging fruit" and program accordingly. The design elements will be categorized and ranked in the timeline categories so improvement packages and associated schedules could be developed and shaped into an improvement program. Understanding that a Capital Improvement Program generally covers five years, the deficiencies and available funding may require a program that extends beyond the Capital Improvement Program life.

The monitoring phase should review the progress made in the plan implementation through the annual activities such as resurfacing or signal rehabilitation. Monitoring also provides a good opportunity to expand the baseline inventory from subsequent self-evaluation efforts.

Task 4
This task will encompass the training of NCRTD staff in the compliance of ADA provisos and issues that are faced by NCRTD. This effort will be lead by Jim Townsend. A formal document will be developed and be the basis for the training. The focus of the training will be the understanding of the physical needs and accessibility issues associated with providing full access to the community.
Task 5
Once all the details have been developed a full roll-out, costs will be developed so that NCRTD can plan all future years' expenditures. This task will be lead by Derek Meier. A scope of service will also be developed for the construction activity required to implement the project.

Task 6
This task will entail all the project management required to implement the project scope and ensure our team delivers the full project successfully. This task will be lead by Scott Perkins.

Construction Management
An optional project construction management phase has been listed by NCRTD that the Wilson & Company team is able to fully implement. This effort will be lead by Robert Garcia. Robert is fully versed in implementing the construction of many ADA-compliant infrastructure projects throughout the state. He will be a valuable asset to this effort based on this experience in documenting and verifying all aspects of construction.

h. Cost Control
1. Provide information on how team controls project costs to ensure all work is completed within budget. Include name and title of individual responsible for cost control.

We believe that cost control must be a prime project objective from its beginning through completion. The most important factors in achieving this are time management and clear communication about the City's expectations. As delay is the most frequent case for cost overruns, we will carefully manage schedules and costs. We will listen carefully to your needs and concerns, and create scoping documents that provide the framework for a sound, thorough and comprehensive project.

Cost Control and Cost Estimating Techniques to be Used for the Project
To achieve cost control, we pay special attention to managing our time wisely, making efficient use of coordination meetings with NCRTD staff, and always keeping the lines of communication open by adhering to the following process:

- Our Project Manager will review the project scope, schedule, and budget for both design and construction with the NCRTD's Project Manager.
- Our Project Manager will prepare a scoping report that will set the scope of work including type of construction materials, design life, typical characteristics, estimated number of plan sheets (with hours and labor cost per sheet), names of subconsultants and their responsibilities, type of specifications to be used, project schedule and budget, and client contacts.
Cost Control of the Design Process
During the design process, internal project cost control is achieved through a detailed review of project progression in comparison to the budget expended. We will conduct cost and technical reviews at project milestones as part of our commitment to quality. This will save the NCRTD funding, enhance productivity, and accelerate the project schedule.

Cost Control of the Construction Cost
Project construction cost control can be attributed to good estimating practices and direct experience in the management of construction projects. Wilson & Company’s Team has this expertise, as well as the knowledge of other factors that directly affect the cost control of the project construction cost including:

- A strong, experienced Project Manager
- A complete understanding of State of New Mexico and federal procedures and requirements
- A strong background in the local and regional construction cost market
- Most importantly, the ability to keep the line of communication with the NCRTD open at all times to determine what best fits the needs of the project while balancing the available funding and budget.

Cost Estimating Techniques
We know that the NCRTD wants reliable cost estimates throughout the design phase, and engineer’s estimates that are realistic and competitive with the final bid amount. Our staff provides reliable cost evaluations and uses our in-house cost history system, our own bid data, NMDOT unit bid prices, RS Means cost data, and independent third party professional estimators.
When it appears the project budget will be exceeded, the NCRTD's Project Manager is immediately contacted to discuss alternatives, such as deducting items of work, phasing the project, or providing a cost-benefit comparison analysis of lower-cost methods or equipment. As our history shows, our goal is to produce a clear and concise set of construction documents so that bidders know what is expected of them during construction and they can prepare a bid that contains a minimum number of contingency costs.
ADDENDA

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No. 1 (2014-09-22) , Dated 09/22/2014
Addendum No. , Dated _____
Addendum No. , Dated _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render bid unresponsive.

Scott Perkins

(Name of Individual, Partnership or Corporation)

4900 Lang Avenue NE, Albuquerque, NM 87109

(Address)

(Vice President)

(Authorized Signature) (Title)

09/29/2014 505-348-4016

(Date) (Telephone)
AGREEMENT OF GOODS AND SERVICES

To: North Central Regional Transit District
1327 North Riverside Drive
Espanola, NM 87532

The undersigned hereby agrees to furnish the goods and services as listed below in accordance with the specifications which have been carefully examined and are attached.

Signed: 

Printed Name: Scott Perkins, PE

Title: Vice President

Date: 09/29/2014

Telephone: 505-348-4016

For (Company): Wilson & Company, Inc., Engineers & Architects

Address: 4900 Lang Avenue NE

Albuquerque, NM 87109
CERTIFICATE OF NON COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);

2. That the attached bid has been arrived at by the Bidder independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Invitation for Bid, designed to limit independent bids or competition;

3. That the contents of the bid has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bidder, and will not be communicated to any such person prior to the official opening of the proposals; and,

4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Signed

[Signature]

Firm Name

Wilson & Company, Inc.

Subscribed and sworn to before me this 29th day of September, 2014

Notary Public

[Signature]

My commission expires February 5th, 2018

Proposers E.I. Number 48-1176300

(Number used on employer’s Quarterly Federal Tax Return)
Title: FY 2015 5311 Capital Bus Procurement – Sole Source

Prepared By: Mike Kelly, Transit Operations & Facilities Director

Summary: Sole Source procurement of one, ADA accessible minivan.

Background: On May 8, 2014 the FY 2015 5311 Capital Funding of $300K was awarded to the District by the New Mexico Department of Transportation for the purchase of 3 buses. One of the buses specified in this procurement is an MV-1 ADA accessible low floor minivan. The Vehicle Production Group (VPG), MV-1 model has been found by other transit agencies to be a successful unit for ADA service. A sole source justification is required to purchase this unit on the basis that, in December 2012, the Federal Transit Administration (FTA) rescinded the Buy America waiver for minivans and minivan chassis, now that VPG is manufacturing a substantially similar vehicle in the United States. Thus, VPG is the only domestic manufacturer of an ADA compliant low floor minivan that meets the FTA Buy America requirements, which is a condition of the FTA participation in vehicle procurements, and no RFP process is necessary.

The District’s procurement policy recognizes sole source procurements but prefers purchase by competitive bid or from State purchasing contract. The State has not yet released a state purchasing contract for vehicles for FY 2015. There is no guarantee that the MV-1 and pricing will be present when released. The District has its own bus purchasing agreement but it does not include a paratransit minivan.

There are 3 vehicles listed for this 5311 grant:
1 – 34 passenger @ $155,373.00
1 – 18 passenger @ $ 97,000.00
1 - ADA minivan @ $50,000.00
The purchase of the 34 passenger was approved by the Board on September 3, 2014. The 18 passenger bus is an alternative fuel vehicle and is part of the Alternative Fuels Analysis that was approved by the Board on August 2, 2013. The analysis specified 2 – 18 passenger buses to be procured, one LNG fuel and one CNG fuel. Both were to be ordered and manufactured at the same time in order to test identical vehicles for a future alternative fuel type for the District. The other 18 passenger CNG bus will come from state funding source that will be awarded later this year.

At this time the District desires to purchase one MV-1 ADA low floor minivan for $55,362.00, which will replace an aging paratransit minivan that has exceeded its useful life in transit service.

**Recommended Action:** Authorize the Executive Director to purchase 1- MV-1 ADA accessible minivan that would meet FTA vehicle procurement requirements and the District’s procurement policy as a sole source purchase in the amount of $55,362.00.

**Options/Alternatives:**

1. Not approve award which would jeopardize funding allocation;
2. Approve the recommendations;
3. Provide staff with further direction.

**Fiscal Impact:** The expenditure of 10,000.00 from reserves budgeted for capital expense, plus $5362.00 in additional budget savings from a new vehicle that was purchased from the State Purchasing Contract, to make the Grant funding match for the remaining cost for the purchase of the bus. Grant 5311 will provide $40,000.00. There will be $97,000.00 remaining in Grant 5311 for the remaining bus purchase.

**Attachments:** Sole Source Justification Memo
   Pricing quote from Creative Bus Sales
   Federal Register, December 3 2012

### PRICING AND OPTIONS SUMMARY

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**TOTAL:** $55,362.00
MEMORANDUM

From: Mike Kelly, Transit Operations and Facilities Director
To: Anthony J. Mortillaro, Executive Director
Cc: Glenda Aragon, Finance Director, Procurement Manager
Re: Justification Sole Source Procurement – PVG MV-1 Paratransit Minivan

Justification Item:
The vehicle identified in the 5311 grant fleet replacement plan that would replace an aging paratransit van is the PVG MV-1 low floor minivan. A sole source justification for this procurement has been prepared on the basis that, in December 2012, the Federal Transit Administration (FTA) rescinded the Buy America waiver for minivans and minivan chassis, now that VPG is manufacturing a substantially similar vehicle in the United States. Thus, VPG is the only domestic manufacturer of an ADA compliant low floor minivan that meets the FTA Buy America requirements, which is a condition of the FTA participation in vehicle procurements, and no RFP process is necessary.

Current Procurement policy:
The District’s procurement policy recognizes sole source procurements but prefers purchase by competitive bid or from State purchasing contract. The State has not yet released a state purchasing contract for vehicles for FY ’15. There is no guarantee that the MV-1 and pricing will be present when released. The District has its own bus purchasing agreement but it does not include a paratransit minivan.

Recommendation:
It is therefore recommended that the justification would meet FTA vehicle procurement requirements and the District’s procurement policy as a sole source.
DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

[Docket No. FTA-2012-0029]

Decision To Rescind Buy America Waiver for Minivans and Minivan Chassis

AGENCY: Federal Transit Administration, DOT.

ACTION: Decision on request to rescind Buy America waiver.

SUMMARY: On June 21, 2010, the Federal Transit Administration waived its Buy America final assembly requirement for minivans and minivan chassis after confirming that no manufacturer was willing and able to supply minivans or minivan chassis that were assembled in the United States. Now, FTA rescinds the waiver after confirming that the Vehicle Production Group has started producing a substantially similar vehicle, the MV-1, in the United States.

FOR FURTHER INFORMATION CONTACT: Mary J. Lee at (202) 366-0985 or mary.j.lee@dot.gov.

SUPPLEMENTARY INFORMATION:

I. Background

The Vehicle Production Group (VPG) petitioned the Federal Transit Administration (FTA) to rescind the non-availability waiver it issued on June 21, 2010 (75 FR 35123). The waiver exempted minivans and minivan chassis from the Buy America final assembly requirement outlined at 49 CFR part 661, stating that it would remain in effect until such a time as a domestic source became available.

With few exceptions, FTA's Buy America requirements prevent FTA from obligating an amount that may be appropriated to carry out its programs for a project unless ``the steel, iron, and manufactured goods used in the project are produced in the United States.''

49 U.S.C. 5323(j)(1). For FTA-funded rolling stock procurements, the Buy America requirements are two-fold: (1) At least 60 percent of the components, by dollar value, must be produced in the United States; and (2) final assembly must occur in the United States. 49 U.S.C. 5323(j).

An exception to, or waiver of, the Buy America rules is allowed if ``the steel, iron, and goods produced in the United States are not
produced in a sufficient and reasonably available amount or are not of a satisfactory quality.' 49 U.S.C. 5323(j)(2)(B).

On June 21, 2010, in response to formal requests from ElDorado National, Kansas (ElDorado) and the Chrysler Group LLC (Chrysler), and after ascertaining through notice and comment that no manufacturer of minivans or minivan chassis performed final assembly in the United States, FTA waived its Buy America final assembly requirement for minivans and minivan chassis. 75 FR 35123.

When FTA waived the final assembly requirement for minivans, it declined to define the term ``minivan.'' FTA's reluctance to define the term stemmed from its understanding that (1) among the various classifications used by Federal regulatory agencies, minivans like the Chrysler Town and Country, and Dodge Caravan were not uniformly placed in the same class of vehicles; and (2) interested parties understood the waiver would apply to the type of vehicle produced by the parties that petitioned FTA--Chrysler and ElDorado. Because there is no uniform definition or classification for ``minivan,'' and FTA grantees understood that the waiver would apply to vehicles similar to those produced by Chrysler and ElDorado, FTA declined to create a new definition or classification.

\[1\]

There is no uniform definition or classification for minivans. The closest things to a definition of a vehicle type, like ``minivan,'' are the classifications used by the National Highway Traffic Safety Administration (NHTSA) and the Environmental Protection Agency (EPA) to regulate safety and control emissions. However, NHTSA's classifications do not uniformly group vehicles from one regulation to the next. For example, under NHTSA's Corporate Average Fuel Economy (CAFE) standards, most ``minivans,'' like Chrysler's Town and Country, fall under the class of ``light trucks.'' However, when regulating safety, the same vehicle is classified as a ``multipurpose passenger vehicle,'' which includes vehicles built on a truck chassis (or with special features for occasional off-road operation) that carry ten persons or less. See 49 CFR 571.3. These distinct classification systems highlight the differences in vehicles based upon various factors, such as fuel economy or passenger capacity, but each classification system uses different factors.

\[2\]

Chrysler is the Original Equipment Manufacturer (OEM) of specific model minivans. ElDorado modifies these same Chrysler model minivans into wheelchair-accessible vehicles.

Recently, an original equipment manufacturer called the Vehicle Production Group (VPG) started producing a six-passenger vehicle called the Mobility Vehicle 1 (MV-1). The MV-1 is a purpose-built, wheelchair-accessible vehicle that is substantially similar to a minivan. According to VPG sales materials, the MV-1 seats up to six adults, with one full-size wheelchair. Wheelchairs enter the MV-1 via a ramp that stows under the vehicle and deploys to the passenger side. It is available with a Ford Modular 4.6 liter V8 engine and can be purchased with an engine that runs on gasoline or compressed natural gas (CNG).
AM General LLC (AM General) assembles the MV-1 at its plant in Mishawaka, Indiana. VPG certifies that the MV-1 complies with Buy America requirements for both domestic content and final assembly. Moreover, VPG maintains that it manufactures the MV-1 in sufficient quantity to meet the current and future demand on FTA-funded projects.

Based on the fact that it produces the MV-1 in the United States, VPG petitioned FTA to rescind the Buy America final assembly waiver it issued on June 21, 2010, for minivans and minivan chassis.

Pursuant to VPG's request, FTA published a notice in the Federal Register on August 3, 2012, calling for comments on VPG's request to rescind the 2010 Buy America waiver for minivans and minivan chassis. 75 FR 35124. FTA sought comment from all interested parties regarding the availability of domestically manufactured minivans and minivan chassis in order to fully determine whether a waiver remained necessary.

The August 3, 2012 notice established a deadline of September 4, 2012, for interested parties to submit comments. Following a request from Chrysler, FTA published a second notice on August 28, 2012, extending the comment deadline by one week, from September 4 to September 11, 2012. 77 FR 52134.

II. Response to Public Comments

FTA received approximately 836 comments in response to its notice. Of the 836 comments, three comments were posted to the docket in error, and 88 comments were filed after the September 11, 2012 deadline. FTA considered all comments submitted to the docket on or before September 19, 2012.

The commenters represent a broad spectrum of stakeholders from throughout the United States and include elected officials, state and local governments, transit and other local government agencies, transportation providers, trade associations, vehicle manufacturers, suppliers and retailers, a labor union, members of the disability community, and numerous persons in their individual capacity.

The following is FTA's response to the substantive comments. FTA responds to public comments in the following topical order: (A) General Comments; (B) Definition of a "Minivan"; (C) Minivan Use for Paratransit Transportation Services; (D) Minivan Use for Vanpool Services; (E) Competition and Price Concerns; (F) U.S. Employment; (G) Safety Concerns; and (H) Miscellaneous Comments. Several commenters raised issues that are outside the scope of FTA's request for comments. FTA declines to address those concerns in this Decision.

A. General Comments

Many commenters expressed support for Buy America and its purposes, including its intent to support U.S. manufacturing and employment. Most commenters generally stated that these are difficult economic times and highlighted FTA's role in assisting U.S. manufacturers.

Hundreds of employees from VPG, AM General, the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW), Amalgamated UAW Local 5, the Ford Motor Company, and many other VPG suppliers submitted comments in favor of rescinding the waiver. FTA also received favorable comments from retailers and consumers, elected officials, and other interested persons.

Many other vehicle manufacturers, suppliers and retailers, including Chrysler, ElDorado National-Kansas, Thor Industries, Inc.
B. The Definition of \"Minivan\"

The commenters opposing rescission of the waiver argued that the MV-1 is not a \"minivan,\" and thus, minivans remain unavailable from a U.S. source. These commenters asserted that minivans and the MV-1 differ in several respects--size, sliding side doors, passenger capacity, wheelchair capacity, rear entry vs. side entry for wheelchairs, seating arrangements, rear- vs. front-wheel drive, and fuel economy. Chrysler, for example, stated that its customers \"will not consider the MV-1 to be a suitable replacement for our minivans[, which] * * * are front-wheel drive vehicles with a 6-cylinder engine.\" According to Chrysler, \"[t]he MV-1 is a rear-wheel drive vehicle with an 8-cylinder engine, which is more like an SUV than a minivan.\" Chrysler further stated that:

As a paratransit vehicle, the MV-1 falls short of traditional minivans.

Chrysler minivans converted for paratransit use have more seating capacity than the MV-1. The Chrysler wheelchair accessible minivan is typically configured to carry 4 ambulatory passengers and 2 wheelchair passengers. The MV-1 configuration that provides 2 wheelchair positions only have space for one ambulatory person--the driver.

* * *

ElDorado also commented that the MV-1 is \"not a minivan\" but a \"Mobility Vehicle,\" the first of its kind. ElDorado reasoned that the MV-1 cannot be a minivan, as most minivans do not come equipped with a standard wheelchair ramp.

Thor Industries, the parent company to ElDorado, made a similar comment and also stated that the MV-1 is not a minivan, but \"the first \'Mobility Vehicle\' of its kind.\" Moreover, according to Thor Industries, the MV-1 has significantly different features from a \"typical ElDorado minivan.\" It provided a table to illustrate the differences it perceived between ElDorado's Amerivan Minivan (built on a Grand Dodge Caravan and Chrysler Town and Country chassis) and the MV-1. Thor Industries claimed the Amerivan Minivan has the following features that are lacking on the MV-1: one-touch automatic operation for the door and ramp, sliding power ramp door, kneeling rear suspension, removable driver seating for the wheelchair driver, a removable \"co-pilot\" seat, driver/passenger transfer seat option, three wheelchair securement locations, bus-tested at the Altoona Bus Research and Testing Center (Altoona), seven airbags, integrated lap/shoulder seat belts for the wheelchair user, driver/front passenger advanced head restraints, front wheel drive, the \"lowest ground to
floor height in the industry,'" and "dependable structure as proven by Altoona and in-service record," a spare tire, various convenience or comfort options, rear heat and air conditioning, a 6-cylinder engine (compared to the MV-1's 8-cylinder engine), a fuel economy of 17 city miles per gallon (mpg) (compared to the MV-1's 13 city mpg), 25 highway miles per gallon (compared to the MV-1's 18 highway mpg), and a range of 500 miles (compared to the MV-1's range of 350 miles).

Another commenter that claimed the MV-1 is not a minivan, Braun, noted the following differences:

[The MV-1 is] limited to 5 ambulatory passengers with 1 wheelchair, or a driver and 2 wheelchair passengers" while "the commercial Braun wheelchair accessible minivan is typically configured to carry 4 ambulatory passengers and 2 wheelchair passengers, and may also be reconfigured to carry 5 ambulatory and 1 wheelchair passengers. The unconverted Chrysler vehicle covered by the waiver is a 7 passenger commuter vehicle configuration.

Other differences identified by Braun include the fact that the MV-1 has no fixed front passenger seat nor an airbag for this seat, is rear-wheel drive, utilizes a swing door for wheelchairs, "which limits access through the front passenger door," has a V-8 engine while Chrysler minivans use a V-6 engine, and the MV-1 does not offer a rear-entry option for wheelchairs.

VPG rebutted these claims in its comments, stating that FTA classified the MV-1 as a minivan when FTA exempted the MV-1 from its bus testing requirements at 49 CFR part 665, and "[w]hatever it [the MV-1] may be called in other contexts, for purposes of Buy America, it has been indisputably established by FTA under due authority that the MV-1 is qualified as a minivan.'"

Regarding comments about the MV-1's seating capacity, VPG responded that the MV-1 seats six (including the driver and 1 wheelchair) and stated that Braun's installation of a 2 passenger flip seat to seat seven passengers "prevents wheelchair passengers from utilizing the vehicle for its intended purpose, specifically, providing wheelchair accessible transportation." In response to the MV-1's lack of a fixed front seat, VPG commented that:

[The MV-1 was designed] without a fixed front seat in order to permit the wheelchair passenger the opportunity to ride in proximity to the driver, which our research informed us was the preferred position of the wheelchair passenger, despite the fact that "converted" vehicles never allowed that freedom of choice and perspective to a wheelchair-using passenger. We note, however, that the MV-1 has multiple tracks for the restraint system, so that a wheelchair passenger, when desired or required, can be separated from the driver.

Braun responded to VPG's comments by stating that the MV-1 does not have "'substantially similar attributes to'" a minivan based upon fuel economy because:

** [I]t is evident that the VPG MV-1 has a [Gross Vehicle Weight Rating or] GVWR rating of 6,600 lbs, falling between the 2005 Ford Econoline full size van and F-150 pickup truck. Since these two vehicles were the only Ford trucks using this powertrain [4.6L V8 RWD 4-speed] in Model 2005 and the only Ford vehicles with
`substantially similar attributes' as required under [the U.S. Department of Energy's (DOE) Advanced Technology Vehicle Manufacturing or] ATVM program rules, it can only be concluded that these vehicles were used as the basis upon which DOE granted the loan to VPG. Ford did not manufacture a minivan in 2005 that employed the powertrain featured in VPG's loan application and in the current production MV-1.

It can only be concluded based on the above comparison that the VPG's loan was based on a comparison to a full size van and a pickup truck, and never to a minivan. We maintain that the `vehicles with substantially similar attributes' found in the ATVM technical documentation were full size vans and/or pickup trucks, and not minivans.

Braun also alleged that the MV-1 does not meet the National Highway Traffic Safety Administration's (NHTSA) definition of a minivan. Braun cited NHTSA's Final Rule for average fuel economy standards for light trucks model years 2008-2011 (49 CFR part 523) published in 71 FR 17566 on April 6, 2006. Braun commented that:

NHTSA's 2008-2011 final rule tightened the minivan definition [under 49 CFR 523.5(a)(5)(ii)] * * *

The reason NHTSA created the new minivan definition was clearly explained in the final rule:

``Specifically, unlike the smaller passenger cars, all minivans feature three rows of seats, thus offering greater passenger carrying capability'' [footnote omitted.]''

In addition to furthering our goal of subjecting all minivans to the CAFE standard for light trucks, the provision adopted today limits the number of vehicles that will be reclassified as light trucks.''

The practical effect of NHTSA's rule change was to make certain that vehicles with only two rows of seating as standard equipment would no longer be classified as minivans and no longer be able to compete under the non-passenger vehicle, or truck, CAFE standards.

Braun further stated that:

A careful examination of the MV-1 vehicle provides the following information:

1. The MV-1 does not have three rows of seats that are standard equipment,
2. Even if NHTSA were to determine that a single seating position in the front of a vehicle (as provided in the MV-1) constitutes a `row' and that a single rear-facing jump seat in the middle constitutes a `row,' the middle jump seat is not standard equipment on the MV-1.
3. The MV-1 does not have the ability to remove or stow seats to create a flat-leveled surface for cargo-carrying purposes. The aft seating of the MV-1 is fixed, and not removable or stowable.
4. Whereas all minivans produced and sold in the U.S. today feature front-wheel drive unibody construction, the MV-1 is a rear-wheel drive vehicle body-on-frame vehicle. Because of this, the propeller shaft mates to the rear-drive differential at the rear axle and the floor plan rises under the aft vehicle seating to accommodate this component. The MV-1 has a two-tier floor plan for both gasoline and CNG versions, it therefore is impossible to create
a flat, leveled surface to the rear of the automobile as clearly specified under NHTSA's minivan definition.

Braun also cited www.fueleconomy.gov, which is maintained by DOE using EPA fuel economy data, to show that the MV-1 is classified as a "Special Purpose Vehicle 2WD" and not as a minivan.

Finally, Braun supplemented its comments with a response that FTA classified the MV-1 as an "unmodified mass-produced van," and not a minivan.

FTA Response: Neither FTA's authorizing legislation nor its implementing regulations define the term "minivan." NHTSA does classify vehicles for purposes of regulating emissions and safety, but these classifications do not uniformly group vehicles from one regulation to the next. This is why, for purposes of various Federal regulations, a minivan like Chrysler's Town and Country is not always in the same class. For example, under NHTSA's CAFE standard, most "minivans" fall under the class of "light trucks." The MV-1 is in a different class under the CAFE standard because it does not have three rows of removable seats or seats that stow away into a flat or level surface. See 49 CFR 523.5(a)(5). When regulating safety, however, both the MV-1 and traditional "minivans" fall under the class of "multipurpose passenger vehicles," which includes all vehicles that carry ten persons or less and are constructed on a truck chassis (or with special features for occasional off-road operation). See 49 CFR 571.3. These distinct classification systems highlight the differences in vehicles based upon various factors, such as fuel economy or passenger capacity, but each classification system uses different factors. There is no uniform categorization.

Braun also cites DOE and EPA categories based upon fuel economy to show that the MV-1 is a "special purpose vehicle" rather than a "minivan." These categories and their corresponding data are listed at www.fueleconomy.gov, which DOE maintains with data from EPA. EPA's Web site, however, specifically states that "[t]hese categories are used for labeling and consumer information purposes and do not serve any other regulatory purpose." Accordingly, the fact that the MV-1 may not fall under the "minivan" category for purposes of EPA's comparisons of vehicles based upon fuel economy is immaterial to Buy America.

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Thus, to avoid the confusion that may result from creating a new vehicle classification system, FTA will not differentiate or define a "minivan" for purposes of Buy America. In applying or waiving Buy America rules, FTA will make decisions based upon the performance or functional specifications used by FTA grantees in actual procurements in conformance with Federal requirements and guidance, including the "Common Grant Rule" (49 CFR parts 18 and 19) and the most recent
C. Minivan Use for Paratransit Transportation Services

Several commenters pointed out the differences between the MV-1's accessibility features and the accessibility features of traditional minivans. The comments noted performance problems (such as binding as a result of ice and gravel collection) with under-floor ramps like those equipped on the MV-1. They also questioned whether the MV-1 could, in fact, accommodate more than one wheelchair at a time. Other commenters stated that the MV-1 has smaller overall passenger capacity compared to traditional minivans. One local transit agency responsible for providing paratransit services commented that its fleet includes both the MV-1 and the Dodge Caravan and, while both are useful in providing paratransit services, they are very different vehicles and the MV-1's rear facing seat is not useable for many of the services it provides.

FTA Response: As stated above, under FTA's Buy America law, a non-availability waiver may be granted only if the steel, iron, and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality. 49 U.S.C. 5323(j)(2)(B). Therefore, as long as there is a domestic manufacturer for a product, FTA cannot grant a non-availability waiver or permit a non-availability waiver to stand. FTA finds here that there is a U.S.-made vehicle—the MV-1—that can sufficiently meet the needs for which the minivan non-availability waiver was issued. Procurement decisions must be made based on performance or functional needs defined in conformance with Federal regulations and guidance, including the "Common Grant Rule" and the most recent edition of FTA Circular 4220.1 "Third Party Contracting Guidance." If the need arises for a non-compliant vehicle under Buy America, recipients of FTA financial assistance may petition FTA for waivers on a case-by-case basis. In reviewing any waiver request, FTA only will consider waiving Buy America if the petitioner can articulate and has included in its procurement a performance or functional specification in conformance with Federal requirements and guidance that failed to yield a compliant bid or offer for a U.S.-produced vehicle.

D. Minivan Use for Vanpool Services

A significant number of commenters claim the MV-1 is solely a paratransit vehicle and does not qualify for FTA funding for vanpool services. The comments cite the Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112-141, Sec. 20016 (to be codified at 49 U.S.C. 5323(i)). MAP-21 changed the definition of "vanpool vehicle" to mean a vehicle that has a "** seating capacity of which is at least 6 adults (not including the driver). **"

According to the comments, the MAP-21 definition excludes the MV-1 (with a seating capacity of only 6, including the driver) and includes Chrysler minivans (with a slightly higher seating capacity). Therefore, these commenters stated that, while the MV-1 may be acceptable for paratransit service, the MV-1 would not qualify for FTA-funded vanpool service.

FTA Response: While the definition of "vanpool," now codified at 49 U.S.C. 5323(i)(2)(C)(ii), applies to certain FTA-funded vanpool projects, FTA prefers to consider waiver requests for limited circumstances and on a procurement-by-procurement basis rather than waiving the Buy America requirements for an entire class of vehicles in
all circumstances. If an FTA recipient requests a waiver for a vanpool purchase, FTA will review the procurement based upon established requirements and guidance for third party procurements, including the Common Grant Rule and the most recent edition of FTA Circular 4220.1 "Third Party Contracting Guidance.

E. Competition and Price Concerns

Most of the comments opposing rescission of the waiver stated that such a rescission would eliminate competition of vehicle manufacturers and suppliers and result in de facto sole-source procurements. According to Chrysler, ElDorado, Braun, and other vehicle manufacturers and suppliers, rescission of the waiver would create a public transportation monopoly in favor of VPG and indicated their prediction that prices would rise from the lack of competition. State DOTs, local transit agencies, and other transit providers made similar comments.

FTA Response: This argument is similar to one presented by a manufacturer of motor coaches in 2010 when it sought a public interest waiver from FTA. As was the case with that request, by arguing that a single Buy America-compliant manufacturer has cornered the market and can thus control prices, the commenters ignore the FTA waiver that is intended to address this concern. If limited competition results in a product ceasing to be available to FTA-funded transit agencies at a competitive price (measured by a greater than 25 percent differential between foreign-produced and Buy America-compliant vehicles), the appropriate action would be for the grantee to apply for a waiver based on price-differential.

Claims about price inflation, however, appear to be unfounded. Those in favor of rescinding the waiver stated that the price of the MV-1 is similar to competing vehicles.

F. U.S. Employment

Commenters in support of rescinding the waiver stated that a rescission would result in more U.S. jobs. Commenters opposing the rescission of the waiver stated that a rescission would benefit only VPG and AM General employees, and would negatively impact other vehicle manufacturers and suppliers, including their U.S. employees. Thor Industries, the parent company of ElDorado, commented that since the waiver, ElDorado has been able to create new jobs, both directly and indirectly through its distribution network. Thor Industries further stated that a rescission of the waiver would result in a 39 percent decrease in ElDorado's employment.

FTA Response: Buy America is the mechanism used by FTA to protect and encourage U.S. manufacturing and U.S. jobs. The regulations do not prohibit Chrysler, ElDorado and other manufacturers from adjusting their business practices to perform final assembly in the United States. If they took such action, they also would be able to certify compliance with Buy America and offer their products to FTA's grantees.

G. Safety Concerns

Braun, among other commenters, raised safety concerns about the MV-1, including whether the MV-1 meets the Federal Motor Vehicle Safety
Standards (FMVSS), and the number of airbags and seatbelts in the MV-1 compared to Chrysler minivans. Many commenters opposed to the rescission also noted that the MV-1 has not undergone testing per FTA's bus testing requirements at 49 CFR part 665.

VPG certified that the MV-1 has met all applicable FMVSS requirements and received an exemption from FTA from the bus testing requirements of 49 CFR part 665 because of its status as an unmodified, mass-produced van.

FTA Response: All vehicles purchased with FTA funds must meet all applicable safety requirements, which generally include certifying compliance with FMVSS and FTA's bus testing regulations. The MV-1 has satisfied these requirements.

H. Miscellaneous Comments

A number of parties submitted miscellaneous comments. These include commenters that expressed concern that the MV-1 is rear wheel drive, which typically does not perform as well as front-wheel drive in extreme weather conditions such as snow or ice; not produced in sufficient quantity; has an 8-cylinder engine, which consumes more fuel than the Chrysler minivan and other similar vehicles with 6-cylinder engines; and that there are too few MV-1 retailers. One commenter requested information about the potential number of vehicles and the amount of FTA funding that this request affects. Other commenters stated that FTA should not make a decision that will only benefit one U.S. company or `artificially protect' a company from competition.

FTA Response: FTA responds to the foregoing miscellaneous comments with a general statement about Buy America waivers.

The purpose of Buy America is for the taxpayer resources used on FTA-funded projects to preserve and encourage U.S. manufacturing jobs. FTA advances this purpose by strictly enforcing Buy America rules that require all steel, iron, and manufactured products on FTA-funded projects to be produced in the United States. Thus, when considering whether to grant (or rescind) a waiver, FTA seeks to grant the most narrowly construed waiver possible. In this instance, the current waiver is broadly construed; it applies to all minivans and minivan chassis purchased with FTA funds. A more narrow approach is to rescind the existing waiver and then consider waivers on a case-by-case basis only. This approach will ensure that waivers are granted only when absolutely necessary, and only when construed as narrowly as possible.

Under FTA's Buy America law, a non-availability waiver may be granted only if ``the steel, iron, and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality.'' 49 U.S.C. 5323(j)(2)(B). Therefore, as long as there is a manufacturer of the product in question that fully complies with Buy America, FTA cannot grant a non-availability waiver or permit a non-availability waiver to stand. FTA finds here that there is a fully Buy America-compliant vehicle that meets the needs for which the original minivan waiver was granted.

To the extent FTA is willing to consider waiver requests, they will be limited to procurements that include specifications based on performance or functional needs that cannot be met by a Buy America compliant product. Specifications may not be exclusionary and must conform to Federal requirements and guidance, including the Common Grant Rule and the most recent edition of FTA Circular 4220.1 `Third Party Contracting Guidance.'

Thus, the prohibition against exclusionary and discriminatory
specifications notwithstanding, if the need arises for a non-compliant vehicle, recipients may petition FTA for waivers on a case-by-case basis. FTA will only consider waiving Buy America if the petitioner can articulate and has included in its procurement a performance or functional specifications in conformance with Federal requirements and guidance that failed to yield a compliant bid or offer for a U.S.-produced vehicle.

VPG, AM General, and Ford Motor Company responded to the commenters that expressed concern about adequacy of VPG's supply and network. They assert that the MV-1 can be produced in sufficient quantity. VPG and Ford commented that there are sufficient dealerships throughout the United States, including well-established automobile, bus, and mobility dealers, in addition to VPG's retail outlets, that can offer needed service and warranty. According to VPG, the high percentage of U.S.-manufactured parts (approximately 75 percent U.S. content), including a Ford engine, in its vehicles means these parts are readily available in the United States.

FTA does not collect data specifically on "minivans" as FTA does not define the term "minivan." Rather, it measures the number of FTA-funded purchases of "vans," which includes minivan purchases, but also includes other vehicle purchases falling within the "van" category. In Fiscal Year (FY) 2011, FTA awarded $133,298,132 for 3,279 vans.

Regarding comments from Chrysler and others that FTA should avoid decisions that benefit a single entity, FTA notes that the current waiver has served to the near-exclusive benefit of Chrysler since 2010. Additionally, if Chrysler, ElDorado, or other manufacturers adjusted current business practices to perform final assembly in the United States, their vehicles also would be Buy America compliant.

III. Conclusion

FTA has determined that a Buy America waiver for minivans and minivan chassis is no longer necessary because the Vehicle Production Group now produces a substantially similar vehicle in the United States, in accordance with FTA's Buy America rules. Therefore, FTA hereby rescinds the waiver it issued on June 21, 2010.

[[Page 71678]]

Issued this 27th day of November, 2012.
Peter Rogoff,
Administrator.

[FR Doc. 2012-29129 Filed 11-30-12; 8:45 am]
BILLING CODE 4910-57-P
Complete this form to document the process to justify a Sole Source procurement.

ITB OR RFP NUMBER: ___________________ GRANT NUMBER: ____________________

PROJECT TITLE: _____________________________________________________________

Indicate the reason for choosing a sole source procurement based upon compliance with
the following considerations from Chapter VI of FTA Circular 4220.1F.

___X___ 1. Unique Capability or Availability. The property or services are available from
only one source (e.g., when only one entity owns the product or patent on a service).

How did you arrive at this conclusion? The Buy America waiver for minivans
and minivan chassis was rescinded by FTA on December 3, 2012, as the Vehicle
Production Group is now producing a substantially similar vehicle in the United States.
The Vehicle Production Group is currently the only manufacturer of vehicles in the
minivan category that is compliant with Buy America requirements.____________________

How did you determine the availability of the service or item? (e.g., checked on
prior procurements for the same or similar item) Checked on prior procurements for the
same or similar item.

List other sources for identical or compatible parts or equipment, if any, and
indicate if they are responsible:
None_______________________________________________________________________

____________________________________________________________________________

Did a vendor or contractor help prepare the statement of work? ___Yes ___ No
Vendor's name: ______________________________________________________________

Will they benefit if we proceed with a sole source contract? ___Yes ___ No
Explain your answer: __________________________________________________________

___2. Single Bid or Single Proposal. A single bid or single proposal was received in
response to a solicitation, and competition was determined to be adequate.

Why do you think only one bid was received? ________________________________
How did you determine that competition was adequate? 

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**SOLE SOURCE PROCUREMENT JUSTIFICATION**

**Page 2 of 2**

3. Unusual and Compelling Urgency. The public exigency or emergency will not permit a delay resulting from competitive solicitation for the property or services.

Describe the public exigency or emergency: 

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4. Authorized by FTA.

Send a letter requesting FTA review to:

Regional Administrator  
Federal Transit Administration, Region VI  
819 Taylor Street, Suite 8A36  
Fort Worth, TX 76102  
Phone (817) 978-0550, Fax (817) 978-0575.

___ Documentation of correspondence with FTA included in the file.

**COMMENTS:**

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

__________________________  ____________________________
Buyer  Date

__________________________  ____________________________
Procurement Officer  Date
Title:
Discussion and Approval of Memorandum of Agreement (MOA) between NCRTD and Santa Clara Pueblo for Federal Fiscal Year (FY) 2012 Public Transportation on Indian Reservations Program funds

Prepared By:
Stacey McGuire, Projects and Grants Specialist

Summary:
The NCRTD applied on behalf of Santa Clara Pueblo for FY2012 Public Transportation on Indian Reservations Program funds to support the continuation of existing services. The FY2012 funding request was for $140,000 for operating and $85,000 for capital and vehicle replacement. Santa Clara Pueblo was awarded $140,000 for continuation of operations (as shown in the January 8, 2013 Federal Register).

Santa Clara Pueblo, as the direct recipient of said funds, has determined that the $140,000 is to be suballocated to the NCRTD to support existing transit services. The MOA attached hereto reflects the agreement made between the two entities and has been approved by both NCRTD and Tribal legal. The MOA put forth has been reviewed by FTA, and at its request, an electronic link to the FTA Master Agreement is to be included under Section 23. This update will be incorporated through an amendment after the fact and is anticipated to be the only changes forthcoming. If any significant substantive changes to the MOA are needed, the changes will be brought to the Board for approval.
**Background:**
The Surface and Air Transportation Programs Extension Act of 2011 authorized $15 million for federally recognized Indian Tribes. 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 Santa Clara Pueblo, the NCRTD submitted an application to FTA for $225,000 in operating and capital funds to put toward existing transit services as well as vehicle purchase.

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

**Options/Alternatives:**
To not approve the Staff recommended MOA and known forthcoming amendment could potentially jeopardize the funding.

**Fiscal Impact:**
To not approve this MOA will result in the loss of $140,000 to support the continuation of route operations.

**Attachments:**
- NCRTD application on behalf of Santa Clara Pueblo for FY2012 Public Transportation on Indian Reservations Program funds
- January 8, 2013 Federal Register Award Announcement
- FY2012 MOA between Santa Clara Pueblo and NCRTD
**Grant Application Package**

**Opportunity Title:** Public Transportation on Indian Reservations Program: Tiered Service

**Granting Agency:** DOT/Federal Transit Administration

**CFDA Number:** 20.509

**CFDA Description:** Formula Grants for Other Than Urbanized Areas

**Opportunity Number:** FTA-2012-007-TFM-TRTR

**Competition ID:** FTA-2012-007-TFM-TRTR

**Opportunity Open Date:** 03/12/2012

**Opportunity Close Date:** 05/10/2012

**Agency Contact:** Cathy Monroe

Tribal Transit Program

816) 329-3929

e-mail: cathy.monroe@dot.gov

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This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academic, or other type of organization.

* Application Filing Name: Pueblo of Santa Clara, NM

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**Mandatory Documents**

- [Move Form to Complete](#)
- [Move Form to Delete](#)

**Mandatory Documents for Submission**

- [SF424 Mandatory Form](#)

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**Optional Documents**

- [Move Form to Submission List](#)
- [Move Form to Delete](#)

**Optional Documents for Submission**

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**Instructions**

1. **Enter a name for the application in the Application Filing Name field.**
   - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
   - You can save your application at any time by clicking the "Save" button at the top of your screen.
   - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.

2. **Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.**
   - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
   - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
   - To open and complete a form, simply click on the form's name to select the item and then click on the "=>" button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it and then click the "<=" button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
   - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.

**Click the "Save & Submit" button to submit your application to Grants.gov.**

- Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
- Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
- The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
- You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.
## APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

**Version 01.1**

### 1. Type of Submission:
- **Application**
- **Plan**
- **Funding Request**
- **Other**

### 1. Frequency:
- **Annual**
- **Quarterly**
- **Other**

### 1. Version:
- **Initial**
- **Resubmission**
- **Revision**
- **Update**

### 2. Date Received:
- 05/01/2012

### 3. Applicant Identifier:

### 4. Federal Entity Identifier:

### 5. Date Received by State:

### 6. State Application Identifier:

### 1. Consolidated Application/Plan/Funding Request?
- Yes [ ]
- No [ ]

### 7. APPLICANT INFORMATION:

#### a. Legal Name:
Pueblo of Santa Clara, New Mexico

#### b. Employer/Taxpayer Identification Number (EIN/TIN):
19-177391

#### c. Organizational DUNS:
876857926

#### d. Address:
P.O. Box 580

#### e. Organizational Unit:
Department Name:

Division Name:

#### f. Name and contact information of person to be contacted on matters involving this submission:
- **Prefix:**
  - Ms.

- **First Name:**
  - Linda

- **Last Name:**
  - Trujillo

- **Suffix:**
  - J

- **Title:** Service Development Manager

- **Organizational Affiliation:** NCRTD for Pueblo of Santa Clara, New Mexico

- **Telephone Number:** 505-927-3668

- **Fax Number:** 000-000-0000

- **Email:** lindat@ncrtd.org

Authorized for Local Reproduction

Standard Form 424 Mandatory (Effective 08/2005)
Prescribed by OMB Circular A-102
APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

* 8a. TYPE OF APPLICANT:
   I: Indian/Native American Tribal Government (Federally Recognized)

* Other (specify):

b. Additional Description:

* 9. Name of Federal Agency:
   DOT/Federal Transit Administration

10. Catalog of Federal Domestic Assistance Number:
    20.509

CFDA Title:
   Formula Grants for Other Than Urbanized Areas

11. Areas Affected by Funding:
    Tribal lands of Santa Clara Pueblo, New Mexico in north central area of New Mexico.

12. CONGRESSIONAL DISTRICTS OF:
    a. Applicant:
       nm-003
    b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

13. FUNDING PERIOD:
    a. Start Date:
       07/01/2012
    b. End Date:
       06/30/2013

14. ESTIMATED FUNDING:
    a. Federal ($):
       225,000.00
    b. Match ($):
       0.00

* 15. IS SUBMISSION SUBJECT TO REVIEW BY STATE UNDER EXECUTIVE ORDER 12372 PROCESS?

☐ a. This submission was made available to the State under the Executive Order 12372 Process for review on:

☐ b. Program is subject to E.O. 12372 but has not been selected by State for review.

☒ c. Program is not covered by E.O. 12372.
**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY**

Version 01.1

16. Is the Applicant Delinquent On Any Federal Debt?

Yes [ ] No [X] 

**Explanation**

17. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I Agree [X]**

**This list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.**

**Authorized Representative:**

<table>
<thead>
<tr>
<th>Prefix:</th>
<th>* First Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms.</td>
<td>Linda</td>
</tr>
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<table>
<thead>
<tr>
<th>Middle Name:</th>
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</thead>
<tbody>
<tr>
<td>J.</td>
<td>Trujillo</td>
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<table>
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<tr>
<td></td>
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**Organizational Affiliation:**

NCRTD for Pueblo of Santa Clara, New Mexico

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<tr>
<th>* Email:</th>
<th>* Signature of Authorized Representative:</th>
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<tr>
<td><a href="mailto:lindat@ncrtd.org">lindat@ncrtd.org</a></td>
<td>Linda Trujillo</td>
</tr>
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<table>
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<tbody>
<tr>
<td>05/01/2012</td>
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</tbody>
</table>

Attach supporting documents as specified in agency instructions.

[Add Attachments] [I Attachments] [View Attachments]
ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

<table>
<thead>
<tr>
<th>1) Please attach Attachment</th>
<th>SF424_Supplemental_2013.pdf</th>
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<tr>
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<tr>
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<tr>
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<td>12) Please attach Attachment 12</td>
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<td>13) Please attach Attachment 13</td>
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<tr>
<td>15) Please attach Attachment 15</td>
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<td>View Attachment</td>
</tr>
</tbody>
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Applicant and Proposal Profile
Public Transportation on Indian Reservations Program

Section I. Applicant Information

Is this a resubmission due to an invalid/error message from FTA? ☒ Yes   ☐ No

Organization Legal Name: Pueblo of Santa Clara, New Mexico

FTA Recipient ID Number: 6953

Applicant Eligibility: ☐ Alaska Native Village
☒ Federally Recognized Indian Tribe

Description of current services provided (if applicable):

Currently the Pueblo of Santa Clara has one route servicing the pueblo with connections to Santa Fe for employment, medical, and educational facility access. Access to routes provided by the North Central Regional Transit District are limited and need to be expanded. Service is Monday through Friday from 6 am to 6 pm.

Description of current areas served (if applicable):

Current service areas are the tribal proper, Santa Fe and Española. Service is limited in the north central regional area.

Section II. Evaluation Criteria (this section repeats, per project)

Eligibility Information

Project Title: Pueblo of Santa Clara- Enhancement of existing Tribal services and providing greater mobility for Tribal Members.

Project Executive Summary:

Presently there is one route serving the Pueblo of Santa Clara. Service is limited between the hours of 5 am and 6 pm Monday through Friday. Ridership has been supportive of this route FY 10 served 2117 riders, FY 2011 5501 and FY 12 should see ridership of over 6750. The one vehicle used on this route will need to be replaced as it currently has 66,232 miles and averages 210 miles per day or 54,600 a year. By this time next year the bus will have over 120,000 miles, calling for replacement or equal size or perhaps even bigger unit. This route needs enhancement of hours and stops to cover greater number of tribal residents to bring to connectivity of the NCRTD routes, the Park and Ride routes, with connections to the Rail Runner Express train to Albuquerque.

Project Type: ☒ Start Up
☒ Continuation of Existing Transit Services
☐ Expansion of Existing Transit Services
☐ Planning Grant
Planning and Local/Region Prioritization

Is the Project included in a local plan?  ☑ Yes  ☐ No  ☐ N/A

Planning and Local Prioritization Justification:
*** Note: Applicant should address all elements listed as part of the evaluation criteria in the Notice Of Funding Availability (NOFA).

Before the inception of the NCRTD, no transit services existed for members of this tribal community whatsoever. As such, tribal members were either left without an ability to access important human service agencies, or they had to rely on one community health representative (CHR), within the tribal community, to transport them to various human service agencies, but primarily the Santa Fe Indian Hospital. This oftentimes meant having to wait days, or weeks, to access such services. With this one route, the members of the Pueblo of Santa Clara have access to medical facilities, education, recreation and employment opportunities. The NCRTD has worked with the NMDOT on its Human Services Plan and has incorporated the needs of its tribal members. The NCRTD also works with the Northern Pueblos RPO with the interests of the pueblo members in mind. Elected tribal officials sit on the NCRTD board of directors and have a direct voice in transit projects.

Technical, Legal and Financial Capacity

Description of Technical Capacity to Implement Project:
*** Note: Applicant should address all elements listed as part of the evaluation criteria in the Notice Of Funding Availability (NOFA).

Technical Capacity: The Pueblo of Santa Clara through the NCRTD is able to implement the project in accordance with the grant application, Master Agreement and all applicable laws and regulations. The Pueblo of Santa Clara currently manages Federal projects from the following agencies:
- US Department of Agriculture
- US Department of Housing and Urban Development
- US Department of the Interior, Roads Maintenance-Indian Roads
- US Department of Justice
- US Department of Transportation, State & Community Highway Safety
- US Environmental Protection Agency
- US Department of Education
- US Health & Human Services
- Institute of Museum & Library Services

The Pueblo of Santa Clara has a Transportation and Land Use Department Director and primary accounting staff to manage a transit project. Administration and technical assistance for this grant will be through the NCRTD, a state agency with staff possessing over 40 years experience in public transportation on the State and Federal level. This staff has extensive experience in working with Federal transportation grants, specifically 5309, 5310, 5311, and 5316.

Description of Legal Capacity to Implement Project:
*** Note: Applicant should address all elements listed as part of the evaluation criteria in the Notice Of Funding Availability (NOFA).

Legal Capacity: The Pueblo of Santa Clara is listed in the Federal Register as “Indian Entities Recognized and Eligible to Receive Services from the United States Bureau of Indian Affairs” (Part V, March 22, 2007).
Description of Financial Capacity to Implement Project:

*** Note: Applicant should address all elements listed as part of the evaluation criteria in the Notice Of Funding Availability (NOFA).

Financial Capacity: The Pueblo of Santa Clara is required by federal law to have financial systems in place before they can receive funding through the Bureau of Indian Affairs, Department of the Interior or any other federal program. They are also required by federal law to be accountable for all funds received by having yearly audits performed. The Pueblo of Santa Clara has established financial systems that meet the requirements for standard accounting procedures as set forth by GASBE 34. As a state agency, the NCRTD is governed by the financial requirements of the State of New Mexico Department of Finance and Administration, NMAC, Title 2, Chapter 20, Part 5, PUBLIC FINANCE.

Are there any outstanding Technical, Legal, or Financial issues with respect to FTA Funding?

☐ Yes ☐ No

If Yes, Explain:

---

Demonstration of Need

Demonstration of Need:

*** Note: Applicant should address all elements listed as part of the evaluation criteria in the Notice Of Funding Availability (NOFA).

In June 2005, NCRTD requested a regional transit study to be completed by Gannett Fleming West, Inc. which incorporated community working sessions with a number of state, tribal, and local partners. The study involved surveying and interviewing the local partners throughout the transit district. The study revealed that area residents have difficulty getting from place-to-place due to the lack of mobility for residents. The lack of transit services exists within each of the counties and tribal reservations including the Pueblo of Santa Clara.

In December, 2007, a tribal transit survey was conducted and there was an overwhelmingly positive response of 90% indicating that a shuttle service would be used. The Pueblo of Santa Clara recommended a partnership approach to expand its transit services. By working with NCRTD, regional connectivity becomes possible to include expanding services into Espanola, Santa Fe, Taos, and Los Alamos and even into Albuquerque, NM.

Other “Need” factors contributing positively for support purposes is that the tribe is eligible for assistance based on the distressed nature of its economy. Like many American Indian reservations, The Pueblo of Santa Clara suffers from high poverty rates, limited education, lack of housing, few employment opportunities, severe health and social barriers, and limited technological development. These problems are exacerbated by the reservation's rural location and relative lack of governmental benefits. The 2000-2007 New Mexico Business Bureau of Economic Research (NM BBER) statistics reveal Rio Arriba as one of the poorest counties in New Mexico. Numerous sources attest to the issues and barriers that have prohibited the tribe from achieving economic parity. This data reinforces the need for this proposed project:

2009 Unemployment Rate (NM BBER Statistics/TDR Demographics):

The Pueblo's of: Tesuque, Santa Clara, San Ildefonso, and Pojoaque: 18.5%

Santa Fe County: 8.6%

State of NM 9.3%

2000 Number of Families below the Poverty Level (NM BBER Statistics)
The Pueblo’s of: Tesuque, Santa Clara, San Ildefonso, and Pojoaque: 20.3%
Rio Arriba County: 16.6%
State of NM: 14.5%

The poverty and unemployment rates are impediments for the tribe to become economically stronger and the lack of transportation only exacerbates these economic issues. This project reduces barriers to access and opens the door for the area’s workforce within the neighboring communities. Other benefits will become available through these transit efforts such as stimulating job training, increasing employment opportunities, and new business start-up between the various partners and community members.

The new resources will continue to support a much needed transit service to surrounding communities as it opens up access to Northern New Mexico. Transit connectivity offers new modes of transportation to get to and from jobs, to benefit from social service programs, and to support the health and well being of community members through greater access to goods and services. Other needs are fulfilled from a transit service that provides a seamless benefit to its customers by providing regional access to meet their collective needs.

From a programming and operational point of view, the partnership between NCRTD and the tribe generates a strong collaborative voice to meet funding goals, provides invaluable technical support, and increases the effectiveness of a capital investment both operationally and managerially. The funds will also provide a much needed transit service for the tribes as it creates greater mobility, employment opportunity, increase the quality of life, being environmentally friendly, increasing Tribal member’s disposable income, and decreasing a significant rate of poverty.

Demonstration of Benefits

Demonstration of Benefits:

*** Note: Applicant should address all elements listed as part of the evaluation criteria in the Notice Of Funding Availability (NOFA).

Will the project improve transit efficiency or increase ridership?

Yes, both. Ridership has increased substantially in FY 10 the ridership was 2117, in FY 11 it was 5501 and in FY 12 anticipate over 6700. By definition, increases in ridership will enhance the efficiency of the entire system. New vehicles will also increase efficiency of the system by providing more opportunities for customers to avail themselves of the system and by providing more opportunities for connections to other areas. The current project provides the Pueblo of Santa Clara with a much needed transit service to Northern New Mexico communities thus creating efficiency and effectiveness for a program that otherwise would not exist. These numbers are actual in nature as area transit services in neighboring communities indicate a 110% increase in ridership due to the stress of current economic factors. There has been a 300% increase in ridership in 24 months of service in Santa Clara Pueblo, and it is projected with future increases.

Will the project improve mobility for the tribe?

Yes. The transit services currently provides tribal members with access to job opportunities, medical and other services, community connectivity, and access to other services within the community at large. Regional services are available as Santa Fe, Los Alamos, Taos, and Albuquerque metro centers are accessible.

Are there other qualitative benefits?

Yes. The partnership provides a solid mentoring program between NCRTD and Santa Clara Pueblo. The tribe gains valuable expertise and benefits from NCRTD’s experience by learning and growing alongside as a partner. Furthermore, the tribe’s transit program benefits as it grows into a more self sufficient program while the community continually gains regional access from its transit services.

The collaboration with NCRTD provides an efficient and cost effective support service to the tribe whereas the tribe did not have the resources or expertise to provide its own transit services. The collaboration creates a stronger voice to State policy makers when it comes to funding issues; a centralized transit system can be worked out very quickly to provide consistent services; marketing and advertising services are provided where otherwise these services would not have been offered; the community as a whole is always considered when supporting, identifying, or prioritizing needs; and finally, joint efforts are utilized to establish creative financing opportunities.
Financial Commitment and Operating Capacity

Demonstration of Financial Commitment and Operating Capacity:

*** Note: Applicant should address all elements listed as part of the evaluation criteria in the Notice Of Funding Availability (NOFA).

This project provides new services or complements existing services:

Yes, this funding initiative supports an existing transit program and enhances existing services. Attached is a current transit service map illustrating the community-wide connectivity and connecting routes to regional and neighboring communities.

b. TTP funding does not replace existing funding;

No. TTP funding will enhance the current funds that were parlayed into an MOA between the tribe and NCRTD. NCRTD implements the use of 5309, 5310, 5311, 5316 JARC and other TANF funding resources as it provides regional transit services.

c. The tribe has or will provide non-financial support to project;

Yes. Currently, the tribes allocate a director to manage its Transportation Planning Department’s.

d. The tribe has demonstrated ability to provide other services or manage other programs; and,

The tribes successfully manage several million dollars annually that includes funds from federal, state, and private entities. The tribes conduct an annual audit from an outside source that follows the U.S. generally accepted auditing standards, and the standards applicable to financial audits contained in the Government Auditing Standards issued by the U.S. Comptroller General. Yearly, the tribe’s accounting department financial statements are supported and free of material misstatement and is fairly stated, in all material respects, in relation to the basic financial statements of the tribe’s primary government taken as a whole.

e. Project funds are used in coordination with other services for efficient utilization of funds.

Yes, project funds are efficiently used in coordination with existing services to provide the best use of funding. Currently, the tribe’s BIA IRR and General funds supports portions of the transit program. The funding will foster the program’s capabilities while it provides continual transit services to the tribal membership.

While transit services exist in Espanola and in the neighboring areas, the communities of the Pueblo of Santa Clara have not been represented by either resource. However, NCRTD and the tribe’s services include both of these communities within its transit services and it has been the mission of the program to provide collaboration and seamless services. Furthermore, the NCRTD collaborates with all five tribes-San Ildefonso, Pojoaque, Ohkay Owingeh, Santa Clara, and Tesuque, in its transit district planning. The goal of the program is to provide overall seamless, regional collaboration in its delivery of services.

NCRTD incorporates a “Central Call” program that supplies a “1-800” number for all citizens and clients. The tribal membership can call and request information on all services. This information includes connectivity with the regional transit service “Park-N-Ride” which is operated by the State of New Mexico, as well as the tribal connectivity service routes.
Continuation Project (if applicable)

Note on Continuation of project:

This grant will provide Santa Clara Pueblo funds for enhanced and expanded services. Santa Clara Pueblo is located in north central New Mexico and is 25 miles north of Santa Fe. Santa Clara Pueblo is a member of the North Central Regional Transit District. These services being proposed will provide greater opportunity for tribal and community members to access employment, medical, educational, and recreational facilities within the service area of the Transit District.

Santa Clara Pueblo would like expand a once a week or more Veterans route to the VA Hospital in Albuquerque approximately 100 mile away.

Gannett Fleming West, Inc. prepared a service plan for the NCRTD, which was adopted by the NCRTD Board of Directors in July of 2006, and modified in October 2008. This service plan includes a needs assessment for Tribal transportation (Section 4.8 page 30), and recommends the NCRTD assist the tribes in applying for the Tribal Transit Program and provide administration and/or technical assistance based on the needs identified. With the planning process completed the NCRTD is ready to continue previously implemented services. The following are the services to be provided in accordance with the adopted service plan.

The main objective of the Tribal enhancements will be to cut the wait time for Pueblo residents. The current schedule requires a two hour wait if one misses the bus. With the addition of buses and drivers the wait time would be cut in half. Additional buses would travel in a reverse direction and provide hourly service. Hourly service will make the service more attractive and convenient to use. There are currently 8 stops for Pueblo use, with service terminating in Santa Fe at the downtown transit center. Passengers can board the Santa Fe Transit Service at that point and get around Santa Fe. An additional stop is also made at the Santa Fe Indian Hospital. This route is approximately 12 miles and would operate from 6:00 a.m. to 8:00 pm, Monday through Friday, with expanded service for Saturday. It is proposed that the Pueblo’s contract with the North Central Regional Transit District to provide this service, as previously done with Year 3 TTP funds.

The main objective for the Pueblo of Santa Clara is to provide local service to the residents of the Pueblo. With two vehicles and two drivers a majority of the Pueblo can be adequately served. Major stops would be established in the more heavily populated areas of the pueblo, the Wellness Center, library, commercial district and hotels and schools. Connections to the NM Park & Ride service will be made during peak times and the North Central Regional Transit District’s service to Santa Fe and Los Alamos. The internal routes will be approximately 9 miles. With connecting service to Los Alamos the route will be 24 miles and connecting service to Santa Fe will make that route 15 miles long and would operate from 6:00 a.m. to 6:00 pm, Monday through Friday. It is proposed that the Pueblo of Santa Clara contract with the North Central Regional Transit District to provide this service.

Section III. Budget Information

Project Budget
Provide the Federal amount requested for each purpose for which funds are sought and any funding from other sources that will be provided.

Planning: 

Operating: 140,000

Capital: 

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**Project Scalability**

Is the Project Scalable?

☐ Yes ☐ No

If Yes, specify minimum funds necessary: 

Provide explanation of scalability with specific references to the budget line items above:

**Project Timeline**

<table>
<thead>
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<th>Timeline Item Description</th>
<th>Timeline Item Date</th>
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<td>Purchase of Vehicle</td>
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Summarize the time-line for beginning and ending the major tasks identified in the project budget:

Current contracts are in place for the purchase of vehicles and a replacement can be obtained within two months. The operating expenses will be expended during the fiscal year for operation of the system.
# Congressional Districts (Place of Performance)

<table>
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<th>Congressional District</th>
<th>Congressional Representative</th>
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<td>NM-003</td>
<td>Lujan, Ben R.</td>
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</tbody>
</table>
be clearly designated as such. The submission must be marked “BUSINESS CONFIDENTIAL” at the top and bottom of the cover page and each succeeding page, and the submission should indicate, via brackets, the specific information that is confidential. Additionally, “Business Confidential” must be included in the “Type Comment” field. For any submission containing business confidential information, a non-confidential version must be submitted separately (i.e., not as part of the same submission with the confidential version), indicating where confidential information has been redacted. The non-confidential version will be placed in the docket and open to public inspection.

William D. Jackson,
Deputy Assistant U.S. Trade Representative for the Generalized System of Preferences, Office of the U.S. Trade Representative.

[FR Doc. 2013–00067 Filed 1–7–13; 8:45 am]
BILLING CODE 3290–F3–P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

Fiscal Year 2012 Public Transportation on Indian Reservations Program Project Selections

AGENCY: Federal Transit Administration (FTA), DOT.

ACTION: Tribal transit program announcement of project selections.

SUMMARY: The U.S. Department of Transportation’s (DOT) Federal Transit Administration (FTA) announces the selection of projects with Fiscal Year (FY) 2012 appropriations for the Tribal Transit Program. A March 9, 2012 Federal Register Notice (77 FR 14465) announced the availability of the funding for the program. The Surface and Air Transportation Programs Extension Act of 2011 authorizes approximately $15 million for federally recognized Indian Tribes or Alaska Native villages, groups, or communities as identified by the Bureau of Indian Affairs (BIA) in the U.S. Department of the Interior for public transportation. An additional $500,000 is available from prior years, bringing the total available to just over $15.5 million. The Tribal Transit Program supports capital projects, operating costs and planning activities that are eligible under the Formula Grants for Rural Areas Program (Section 5311).

This is the final discretionary allocation for the Tribal Transit Program, which was first authorized under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA–LU). The new authorizing legislation, Moving Ahead for Progress in the 21st Century Act (MAP–21), was signed into law by President Obama on July 6, 2012, and became effective on October 1, 2012. MAP–21 continues the Tribal Transit Program and authorizes $25 million for a formula allocation and $5 million for a discretionary allocation in each of fiscal years 2013 and 2014. On November 9, 2012, FTA published a Federal Register Notice (77FR 67439) regarding the Fiscal Year 2013 Public Transportation on Indian Reservations Program, which: (1) Introduces FTA’s consultation process and schedule for implementing changes due to MAP–21; (2) describes and seeks comment on the methodology for the formula allocation and the assumptions made to determine who is eligible for the formula program; (3) seeks comment on the terms and conditions for the formula and discretionary components of the program; (4) seeks comment on how the discretionary program should be allocated; and (5) announces two public meetings sponsored by FTA to consult with tribal governments regarding the Tribal Transit Program.

FOR FURTHER INFORMATION CONTACT: Successful applicants should contact the appropriate FTA Regional office (Appendix) for information regarding applying for the funds or program-specific information. A list of Regional offices can be found at www.fta.dot.gov. Unsuccessful applicants may contact Lorna Wilson, Office of Program Management at (202) 366–0893, email: Lorna.Wilson@dot.gov, to arrange a proposal debriefing within 30 days of this announcement. In the event the contact information provided by your tribe in the application has changed, please contact your regional tribal liaison with the current information in order to expedite the grant award process. For general Tribal Transit Discretionary Program information, contact Elan Flippin, Office of Transit Programs, at (202) 366–3800, email: Elan.Flippin@dot.gov. A TDD is available at 1–800–877–8339 (TDD/ FIRS).

SUPPLEMENTARY INFORMATION: A total of $15,514,495 million is available for the FY 2012 Tribal Transit program. A total of 107 applicants requested $53 million, indicating significant demand for funds for new transit services, enhancement or expansion of existing transit services, and planning studies including operational planning. Project proposals were evaluated based on each applicant’s responsiveness to the program evaluation criteria outlined in FTA’s March 9, 2012 Notice of Funding Availability. FTA also took into consideration the current status of previously funded applicants. A total of 72 applications have been selected for funding. The projects selected as shown in Table 1 will provide funding for transit planning studies/and or operational planning, start-up projects for new transit service, and for the operational expenses of existing transit services. Grantees selected for competitive discretionary funding should work with their FTA regional office to finalize the grant application in FTA’s Transportation Electronic Awards Management System (TEAM) for the projects identified in the attached table and so that funds can be obligated expeditiously. FTA funds may only be used for eligible purposes defined under 49 U.S.C. 5311 and described in FTA Circular 9040.1F. In cases where the allocation amount is less than the proposer’s requested amount, grantees should work with the regional office to reduce scope or scale the project such that a completed phase or project is accomplished. A discretionary project identification number has been assigned to each project for tracking purposes and must be used in the TEAM application. The post award reporting requirements include submission of the Federal Financial Report (FFR), Milestone Report in TEAM, and National Transit Database reporting as appropriate (see FTA Circular 9040.1F).

The grantee must comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal requirements in carrying out the project supported by the FTA grant. Funds allocated in this announcement must be obligated in a grant by September 30, 2015.

Issued in Washington, DC, this 28th day of December, 2012.

Peter M. Rogoff, Administrator.

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DEPARTMENT OF THE TREASURY
Office of the Comptroller of the Currency

Agency Information Collection Activities: Submission for OMB Review; Comment Request

AGENCY: Office of the Comptroller of the Currency, Treasury.

ACTION: Notice and request for comment.

SUMMARY: The OCC, as part of its continuing effort to reduce paperwork and respondent burden, invites the general public and other Federal agencies to take this opportunity to comment on a continuing information collection, as required by the Paperwork Reduction Act of 1995. An agency may not conduct or sponsor, and a respondent is not required to respond to, an information collection unless it displays a currently valid OMB control number. The OCC is soliciting comment concerning its information collection titled, “Leasing.” The OCC is also giving notice that it has sent the collection to OMB for review.

DATES: Comments must be received by February 7, 2013.

ADDRESSES: Communications Division, Office of the Comptroller of the Currency, Public Information Room, Mail Stop 6W–11, Attention: 1557–0206, Washington, DC 20219. For security reasons, the OCC requires that visitors make an appointment to inspect comments. You may do so by calling (202) 649–6700. Upon arrival, visitors will be required to present valid government-issued photo identification and to submit to security screening in order to inspect and photocopy comments.

Additionally, you should send a copy of your comments to OCC Desk Officer, 1557–0206, by mail to U.S. Office of Management and Budget, 725, 17th Street NW., #10235, Washington, DC 20503, or by electronic mail to oira.submission@omb.eop.gov.

FOR FURTHER INFORMATION CONTACT: You can request additional information or a copy of the collection from Johnny Vilela or Mary H. Gottlieb, OCC Clearance Officers, (202) 8649–5490, Legislative and Regulatory Activities Division, Office of the Comptroller of the Currency, 250 E Street SW., Washington, DC 20219.

SUPPLEMENTARY INFORMATION:

The OCC is proposing to extend OMB approval of the following information collection:

Title: Leasing (12 CFR Part 23).

OMB Number: 1557–0206.

Description: This submission covers an existing regulation and involves no change to the regulation or to the information collection requirements. The OCC requests only that OMB extend the expiration date.

Information Collection Requirements Found in 12 CFR Part 23

12 CFR 23.4(c)

Under 12 CFR 23.4(c), national banks must liquidate or re-lease personal property that is no longer subject to lease (off-lease property) within five years from the date of the lease expiration. If a bank wishes to extend the five-year holding period for up to an additional five years, it must obtain OCC approval. Permitting a bank to extend the holding period may result in cost savings to national banks. It also provides flexibility for a bank that experiences unusual or unforeseen conditions which would make it imprudent to dispose of the off-lease property. Section 23.4(c) requires a bank seeking an extension to provide a clearly convincing demonstration as to why an additional holding period is necessary. In addition, a bank must value off-lease property at the lower of current fair market value or book value promptly after the property comes off-
FEDERAL FISCAL YEAR 2011/2012

MEMORANDUM OF AGREEMENT

BETWEEN

THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AND

THE PUEBLO OF SANTA CLARA

THIS AGREEMENT made and entered into this 9th day of September, 2014, 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 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.

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.

FFY2012 Section 5311(c) Award Amount
Discretionary: $140,000 (for continuation of existing services)

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.
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.

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 preceding 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.

Per FTA, the provisions and requirements as set forth under MAP-21 include (but are not limited to): operational reporting and oversight; vehicle acquisition, maintenance, insurance; ADA compliance; driver safety training, drug testing, dispatch and control center; route planning and schedules; sound accounting backed by clean audits; customer service and complaint process; federal certifications and assurances; Title VI, EEO (Equal Employment Opportunity), and DBE (Disadvantaged Business Enterprise).

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 agreed 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, 2015, or until the total amount of Federal funding of this AGREEMENT is expended, whichever occurs first.

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(d) 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.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT:

North Central Regional Transit District
By: Dan Barone, Chairman

Santa Clara Pueblo
By: [Signature]

Date: [ ]

[Signature]

Date: 9/22/14

Approved as to form:

Peter A. Dwyer
NCRTD Counsel

Approved as to form:

[Signature]

Santa Clara Pueblo Counsel
Title:
Discussion and Approval of Memorandum of Agreement (MOA) between NCRTD and Member Pueblos for Federal Fiscal Year (FY) 2014 Tribal Transit Program (TTP) §5311(c) Funds

Prepared By:
Stacey McGuire, Projects and Grants Specialist

Summary:
The NCRTD applied on behalf of its authorizing Member Pueblos for FY2014 Tribal Transit Program funds to support the continuation of existing services. The TTP funding allocation is based off of the information provided within the NTD reports that the NCRTD completes on behalf of the Pueblos. For FY14, TTP funding allocations for NCRTD Tribal Members (as submitted by NCRTD) were as follows:

- Pojoaque Pueblo- $38,557
- Pueblo de San Ildefonso- $41,232
- Pueblo of Santa Clara- $119,656
- Tesuque Pueblo- $45,433

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, if it is determined that the Pueblo will suballocate the TTP award to the NCRTD, an MOA is required. The MOAs attached hereto reflects the agreement made between the two entities and has been approved by both NCRTD and Tribal legal. The MOA put forth has been reviewed by FTA for content. If any significant substantive changes to the MOA are needed, the changes will be brought to the Board for approval.
**Background:**
Under MAP-21, $25 million was authorized to fund transit for federally recognized Indian Tribes in FY2014. 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 2013. 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 as well as any future modifications that are not of a substantive nature as determined by the District’s Legal Counsel and authorize the Chair to sign the same. Staff recommends Board approval of this Agreement as it is necessary to satisfy Federal requirements related to the 5311(c) funding and it suballocation from NCRTD Member Pueblos to NCRTD.

**Options/Alternatives:**
To not approve the Staff recommended MOA would result in the funds lapsing. GRT or another funding source would have to be identified and utilized to support the continuation of existing transit services.

**Fiscal Impact:**
To not approve this MOA will result in the loss of Tribal Transit Program funds to support the continuation of route operations.

**Attachments:**
- FY2014 Tribal Transit Program Apportionment
- FY2014 MOA between Santa Ildefonso Pueblo and NCRTD
- FY2014 MOA between Pojoaque Pueblo and NCRTD is forthcoming
- FY2014 MOA between Santa Clara and NCRTD is forthcoming
- FY2014 MOA between Tesuque and NCRTD is forthcoming
### Table 10

**FY 2014 Section 5311(c) Public Transportation on Indian Reservations Apportionment**

The total available amount for a program is based on funding authorized under The Moving Ahead for Progress in the 21st Century Act (MAP-21), (Pub. L. 112-141, 2012) and appropriated pursuant to the FY 2014 Appropriations Act (PL-113-76)

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*Tier 2: A surplus of $13.00 due to rounding error was redistributed evenly to the tribes with the lowest allocations.*
FEDERAL FISCAL YEAR 2014

MEMORANDUM OF AGREEMENT

BETWEEN

THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AND

THE PUEBLO OF SAN ILDEFONSO

THIS AGREEMENT made and entered into this 24th day of September, 2014, by and between the North Central Regional Transit District (hereinafter referred to as “NCRTD”), and the San Ildefonso Pueblo (hereinafter referred to as the “PUEBLO”).

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

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

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

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

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

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements and representations herein, the parties agree as follows:

SECTION 1. PURPOSE OF AGREEMENT

The purpose of this AGREEMENT is to provide for the use of federal §5311 funds by the Recipient PUEBLO and the accounting therefore and services by the Sub-recipient NCRTD.

SECTION 2. SCOPE OF THE AGREEMENT

NCRTD shall provide the transit services and account for the funds received from the PUEBLO in accordance with the terms and conditions of this AGREEMENT. Transit services provided by
the NCRTD shall be those service on tribal lands described in the NCRTD’s service plan 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).

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.

FFY2014 Section 5311(c) Award Amount
Formula: $41,232.00
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.

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.

SECTION 9. TERMINATION FOR CAUSE

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

SECTION 10. AUDIT

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

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

SECTION 11. AUDIT EXCEPTIONS

If Federal or State audit exceptions are made relating to this AGREEMENT, the party responsible for any exception shall reimburse all costs incurred by the other party associated with defending against the audit exceptions or performing an audit or follow-up audit including but
not limited to: audit fees, court costs, attorneys fees based on reasonable charges in the community, travel costs, penalty assessments, and all other costs of whatever nature.

SECTION 12. RETENTION OF RECORDS

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

SECTION 13. SUBCONTRACTS

The NCRTD shall not assign any portion of the work to be performed under this AGREEMENT, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT without the prior written approval of the PUEBLO.

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

SECTION 14. TORT CLAIMS ACT

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

SECTION 15. OFFICIALS NOT TO BENEFIT

No member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this AGREEMENT or to any benefit that may arise therefrom. The provisions of this Section shall be extended to all public employees, officers, or tribal council members.

SECTION 16. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

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

Both parties shall comply with all other Federal, State and local laws, ordinances, rules and regulations applicable to the performance of this AGREEMENT and the work hereunder. All Federal and State regulations, laws and documents referenced in this AGREEMENT are to be considered as though fully written herein.
SECTION 17. CHANGES

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

SECTION 18. EQUAL OPPORTUNITY COMPLIANCE

The parties agree to abide by all Federal and State laws and rules and regulations of the State of New Mexico, pertaining to equal employment opportunity as it may pertain to work under this AGREEMENT. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this AGREEMENT. If a party is found to not be in compliance with these requirements during the term of this AGREEMENT, the party agrees to take appropriate steps to correct these deficiencies.

SECTION 19. NON-DISCRIMINATION

The Recipient/Sub-recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The recipient shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the recipient to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the NCRTD and the State of New Mexico Department of Transportation deems appropriate.

SECTION 20. SCOPE OF AGREEMENT

This AGREEMENT incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this AGREEMENT.

SECTION 21. CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE

The parties shall comply with all federal, State and local laws and ordinances applicable to the work called for herein. The parties further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, and Executive Order No. 11246 entitled “Equal Employment Opportunity“, as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR 60) as it may pertain to work
under this Agreement. Accordingly, 49 CFR 21 is applicable to this AGREEMENT and incorporated herein by reference to the extent those provisions pertain to the work under this AGREEMENT.

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

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

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

FTA Master Agreement

SECTION 23. FEDERAL CHANGES

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

SECTION 24. THIRD-PARTY BENEFICIARY CLAUSE

This AGREEMENT is not intended by any of the provisions of any part of the AGREEMENT to create in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the AGREEMENT to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this AGREEMENT.

SECTION 25. APPROPRIATIONS

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

SECTION 26. NO GOVERNMENT OBLIGATION TO THIRD PARTIES
A. The NCRTD and the PUEBLO acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NCRTD, PUEBLO, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

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

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

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

SECTION 28. SEVERABILITY

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

SECTION 29. TERM OF AGREEMENT
This AGREEMENT shall be in effect until September 30, 2015, 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.
IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

North Central Regional Transit District
By: Dan Barrone, Chairman

San Ildefonso Pueblo
By: [Signature]

Title: Governor
Date: 9/30/19

Approved as to form:

___________________________
Peter A. Dwyer
NCRTD Counsel

Approved as to form:

[Signature]
San Ildefonso Pueblo Counsel
Title: Memorandum of Understanding (MOU) Between Los Alamos County (LAC) and North Central Regional Transit District (NCRTD)

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: The attached MOU is entered into on an annual basis to document the terms and conditions related to the contribution that LAC provides to the NCRTD. For Fiscal Year 2015 the amount of this contribution is $400,000.

Background: The “Progress through Partnering” program was commenced by Los Alamos County in the fall of 2005 and the LAC County Council had annually approved a program allocation of $1.5 million per year for five years for those regional activities identified in that program. In a collective effort, the then NCRTD staff assisted LAC in securing consensus among the various governing bodies in North Central New Mexico and the execution of Cooperative Agreements that provided in particular for the $1.1 million in annual funding for regional transit to the NCRTD. Although the five year agreement expired in 2012, LAC has continued to make voluntary contributions to the NCRTD, although at a lower amount than previously, due to economic conditions impacting the County.

This annual funding allocation from Los Alamos County to the NCRTD is essential in providing the funds for the federal matching contributions, operational costs and capital for regional transportation that the District provides. These funds are also utilized to provide for mid-day
service to Los Alamos County. Without this funding assistance from Los Alamos County it would be very challenging for the District to have achieved the success it had in serving the transit needs for the residents of these communities and providing the critical interconnectivity for work, educational, medical, and social and quality of life needs for this diverse region.

As of this date the NCRTD will have received $5,950,000 from Los Alamos County over the last seven years. Five hundred thousand dollars ($500,000) of the funds received from Los Alamos County were placed in a restricted revolving fund for operating and capital needs. The remaining balance of $5,450,000 in County funds have leveraged in excess of ~$15 million in a variety of matching federal dollars.

**Recommended Action:** Authorize the Chairman to execute the MOA.

**Options/Alternatives:**

1. Take no action which will result in the loss of $400,000; or
2. Adopt the recommendation, (recommended); or
3. Not adopt the recommendations and provide further direction to staff.

**Fiscal Impact:** The Fiscal Year 2015 budget contemplated the allocation of these revenue funds.

**Attachments:**

- MOU
MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ALAMOS COUNTY AND
NORTH CENTRAL REGIONAL TRANSIT DISTRICT

This MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into by and between the Incorporated County of Los Alamos (“County”) and the North Central Regional Transit District (“NCRTD”).

WHEREAS, the NCRTD is a political subdivision of the State of New Mexico; and

WHEREAS, the County is a political subdivision of the State of New Mexico and a member of the NCRTD; and

WHEREAS, the NCRTD is authorized to finance, construct, operate, maintain, and promote an efficient, sustainable, and multi-modal transportation system subject to compliance with the Regional Transit District Act (“Act”); and

WHEREAS, the NCRTD current membership includes the County of Los Alamos, the County of Santa Fe, the County of Rio Arriba, the County of Taos, the City of Santa Fe, the City of Espanola, the Town of Edgewood, the Pueblo of San Ildefonso, Pueblo of Pojoaque, Pueblo of Santa Clara, Pueblo of Nambe, Pueblo of Tesuque, and Pueblo of Ohkay Owingeh (the “NCRTD members”); and

WHEREAS, under regional partnership Cooperative Agreements, the County agreed to fund certain expenses and projects of the NCRTD; and

WHEREAS, beginning in federal fiscal year 2006, the County entered into MOUs directly with the NCRTD and has to date provided $5,950,000 in funding, of which $5,450,000 was used for capital expenses, operational expenses, and to establish additional reserve funds, including matching federal dollars for NCRTD operations and transit projects and $500,000 was used to establish a permanent working capital fund for NCRTD; and

WHEREAS, the NCRTD desires additional funding for capital and operational expenses and to increase reserves, that the County is willing to provide under the County’s regional partnership efforts; and
WHEREAS, the County wishes to continue partnering with the NCRTD under this MOU in order to promote an efficient, supportive, sustainable, and multi-modal transportation system, including services operated by the NCRTD staff and member entities; and

WHEREAS, NCRTD has established a permanent working capital fund through the funding provided by the County in previous years and intends to maintain such fund as a permanent working capital fund; and

WHEREAS, the County fiscal year 2015 (FY15) budget, beginning July 1, 2014 and ending June 30, 2015, provides the NCRTD with $400,000.

NOW, THEREFORE, for good and valuable consideration, including mutual covenants between the parties hereto the receipt of which is acknowledged, the parties do hereby agree as follows:

A. PURPOSE.

The purpose of this MOU is to provide $400,000 in FY15 to the NCRTD for member local government matches of federal grants, additional reserve funds, and such other purposes as the NCRTD deems appropriate.

B. SCOPE OF MOU.

1. County agrees to provide to the NCRTD $400,000.

2. The NCRTD agrees to utilize the funds provided under this MOU as matching funds for federal grants on behalf of NCRTD or its members and to maintain the NCRTD's midday service routes to Los Alamos County.

3. The NCRTD agrees to work with the County to evaluate how the service routes to Los Alamos could be changed to be better integrated with connecting routes and other service needs and to make any adjustments that are mutually agreeable to the County and NCRTD and financially feasible for NCRTD, based upon NCRTD's sole evaluation of financial feasibility.

4. The NCRTD's working capital fund of $500,000 established with County funds under prior MOUs with the County shall be maintained as a permanent revolving fund for working capital of the NCRTD and the NCRTD shall strictly account for such fund. If the working capital fund is not
maintained at the level of $500,000 or more, NCRTD shall replenish the fund within 180 days to the minimum level of $500,000 from revenue sources other than County funds.

5. The NCRTD agrees to strictly account for all the funds received under this MOU and under any prior MOU and to provide the County with a detailed quarterly report within thirty (30) days after the close of the quarter, showing how the funds provided under this MOU were utilized. NCRTD also agrees to allow the audit of its books by the County or its independent auditor upon reasonable notice and during normal business hours to ensure such compliance.

C. COSTS.

All costs of the parties in implementing this MOU shall be borne by the respective parties.

D. TERM AND EFFECTIVE DATE.

This MOU shall be effective upon execution and shall expire on September 30, 2015.

E. TERMINATION.

This MOU may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Upon notice of termination any funds remaining unmatched by federal grants or unspent, shall be assessed for potential reallocation by the NCRTD.

F. LIABILITY.

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOU. Each party shall be liable for its own actions or inactions in accordance with state law and nothing herein shall be deemed a waiver, indemnity or to otherwise create or effect liabilities between the parties.

G. THIRD-PARTY BENEFICIARIES.

By entering into the MOU, the parties do not intend to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the MOU 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 MOU. No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this MOU.
H. NEW MEXICO TORT CLAIMS ACT.

By entering into this MOU, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA (1978). This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision in this MOU modifies an/or waives any provision of the New Mexico Tort Claims Act.

I. AMENDMENT.

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

J. SEVERABILITY.

In the event that any of the items or provisions herein are found to be in conflict with any applicable statute or rule of law or are otherwise held to be invalid, then such provision shall be deemed inoperative to the extent of such conflict or invalidity, and the remainder of the provisions shall, to the extent possible, remain in full force and effect.

K. NOTICES.

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

County: NCRSTD:

Public Works Director Executive Director
Incorporated County of Los Alamos North Central Regional Transit District
1000 Central Avenue, Suite 160 1327 North Riverside Drive
Los Alamos, New Mexico 87544 Espanola, New Mexico 87532

L. AUTHORIZATION.

The parties warrant that each signatory to this MOU has the appropriate authority and is authorized to execute this MOU on behalf of its respective party.
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth below.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

By: GEOFF RODGERS
COUNCIL CHAIR

DATE

9-9-14

SHARON STOVER
COUNTY CLERK

SEAL

Approved as to form:

REBECCA W. EHLER
COUNTY ATTORNEY

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

By:

DANIEL BARRONE
NCRTD CHAIR
Title: Service Request Update for Ski Santa Fe and Santa Fe National Forest

Prepared By: Stacey McGuire, Projects and Grants Specialist

Summary
NCRTD Staff continues to work with all interested parties related to the request for transit service from the City of Santa Fe to Santa Fe National Forest and Ski Santa Fe. It is expected to continue conversations with stakeholders, vehicle vendors and others in the near future.

Background:
As instructed by the Board, conversations have continued with NCRTD Tribal members as well as City, County, and area stakeholders. A meeting occurred on July 30th to further discuss the service request, with the City of Santa Fe, Santa Fe County, Nambé Pueblo, Tesuque Pueblo, and the NCRTD in attendance. At this meeting, Tribal concerns were voiced regarding the impact of the service on the Mountain, wilderness and People. Additional meetings involving the City, County, Santa Fe National Forest, Ski NM and Ski Santa Fe, and the Santa Fe MPO occurred on August 1 and August 18 to address Tribal concerns, routing questions and continue conversations as to how to craft a win-win plan moving forward. A tentative meeting is set for September 2, 2014 to further clarify the mission of the service, potential funding sources and possible stop sponsorships.

Per Board direction at the March and April meetings, NCRTD has engaged the Pueblos of Tesuque and Nambé to further discuss the request for transit service to be provided between the City of Santa Fe and the Santa Fe National Forest and Ski Santa Fe. A meeting was set for April 24, 2014;
Tesuque representatives Governor Mora, Former Governor Dorame, and Sandra Maes were present, as well as Lonnie Montoya on behalf of Nambé Pueblo. Anthony Mortillaro and Stacey McGuire of the NCRTD attended. At said meeting, it was requested that a follow-up July meeting occur with all stakeholders involved.

Staff continues to explore potential funding scenarios and opportunities for collaboration and/or partnership between private and public entities.

Per NCRTD Board direction as given at the December and January Board meetings, Staff has continued to reach out to a variety of potential stakeholders to engage in a needs assessment and to gauge general interest regarding transit service to Ski Santa Fe and Santa Fe National Forest. Staff expects additional meetings with a variety of interested agencies, businesses and individuals throughout April and beyond.

Based on discussions at the November 2013 Board meeting, Staff has continued to reach out to a variety of potential stakeholders to engage in a needs assessment and to gauge general interest regarding transit service to Ski Santa Fe and Santa Fe National Forest. Staff anticipates multiple meetings with a plethora of interested agencies, businesses and individuals throughout December and January.

Board directed Staff at the October 2013 meeting to continue researching potential funding sources as well as to determine and engage potential stakeholders in the process. The City of Santa Fe submitted a formal request for transit service from downtown Santa Fe to Ski Santa Fe, which is located within Santa Fe National Forest.

At the September 2013 meeting, the Board directed Staff to begin discussions regarding the Ski Santa Fe service request. City of Santa Fe has reached out to Ski Santa Fe owners and other stakeholders to set a meeting to discuss the service.

**Recommended Action:**
No action required.

**Options/Alternatives:**
Not Applicable

**Fiscal Impact:**
Not Applicable
Summary:
The North Central Regional Transit District (NCRTD) is currently reporting nearly 3 month of financial activity. The standard for expenses that should be spent for the 3 month’s period is 25% of the budget.

The month of September does not reflect all expenses because the Finance Department will continue to process invoices that continue to float in from the end of the month and the District is continuing to also process revenue income as reported. The GRT revenues are reported for the month of activity it has occurred. The State of New Mexico Taxation and Revenue reports this revenue for distribution 2-3 months after the actual receipt. Therefore we report activity in the month it has occurred following GASB (Governmental Accounting Standards Board) and NCRTD utilizes accrual basis of accounting. We began to see the GRT revenue for July now in September 2014. Most expenditures related to non-RTD GRT shared expense is not posted and will be posted starting the first week of October. We will continue to post as income and expenses generated from both State and Federal funding as the activity occurs.

All budget figures in the revenue and expense charts and tables have been divided using a straight-line method to allocate monthly budget figures. NCRTD reports financials following GAAFR (Governmental Accounting, Auditing, and Financial Reporting). A comparative analysis in revenue and expenses is presented to compare the previous year operating results.

Financial Highlights

Revenue:
As of September 30, 2014 total revenue of $1,593,420 has been received which is 16.3% of budgeted revenues. Within the revenue amount GRT is reported at $532,885 according to GRT report on the New Mexico Taxation and Revenue Department website has reported activity for July now in September 2014. All revenues are posted in GASB and utilizes accrual basis of accounting. NCRTD posts revenue on the date the activity occurred.

Other revenues include $400,000 from Los Alamos County, and miscellaneous revenue of $19,912.

Expenditures:
For the month ending September 30, 2014, NCRTD recognized expenditures totaling $765,511 which is 7.8% of total budgeted expenditures. We are in the process of posting continued expenses in which have occurred prior to the end of the month of September 2014. We also anticipate continued expenses to be generated till the end of the month as they occur.

Of the $765,511 spent by NCRTD, $177,410 was in Administration, $516,138 in Operations and $71,962 in Capital Outlay.

Administration has spent 14.4% of their budget, Operations has spent 7.0% and 6% in Capital Outlay.

Other Matters:
The NCRTD Finance Department is gearing up in preparation of the external audit review for its financials for FY2014. Field work will be conducted October 20-22, 2014. In anticipation of receiving a draft report from the auditors, Hinkle and Landers, LLC in early November of 2014 for the audit exit interview in which will be conducted by the NCRTD staff and sub-finance committee.

This Financial Summary should be reviewed in conjunction with the Monthly Board Financial Report.
MONTHLY BOARD REPORT
FY2014 (July 1, 2014 to June 30, 2015)
NCRTD Revenue and Expenses vs. Budget
As of September 30, 2014

<table>
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<th></th>
<th>Expenses</th>
<th>Revenue</th>
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<tbody>
<tr>
<td></td>
<td>Budget FY15 Revenue</td>
<td>Current Year FY15 Actuals Revenue</td>
</tr>
<tr>
<td>July</td>
<td>813,327</td>
<td>810,793</td>
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<tr>
<td>August</td>
<td>813,327</td>
<td>545,344</td>
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<tr>
<td>September</td>
<td>813,327</td>
<td>237,283</td>
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</tr>
<tr>
<td>Totals</td>
<td>$9,759,926</td>
<td>$1,593,420</td>
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</tbody>
</table>
MONTHLY BOARD REPORT
FY2014 (July 1, 2014 to June 30, 2015)
NCRTD Revenue by Sources
As of September 30, 2014

Budget to Actual FY2014
($ thousands)

<table>
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<td>$500,000</td>
<td>$450,000</td>
<td>$450,000</td>
<td>$400,000</td>
<td>$400,000</td>
<td>100.0%</td>
</tr>
<tr>
<td>Cash Bal Budgeted</td>
<td>$-</td>
<td>$333,000</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$245,436</td>
<td></td>
<td>0.0%</td>
</tr>
<tr>
<td>Misc Rev</td>
<td>$56,140</td>
<td>$-</td>
<td>$65,710</td>
<td>$60,500</td>
<td>$49,026</td>
<td>$50,000</td>
<td>$19,912</td>
<td>39.8%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$10,846,431</strong></td>
<td><strong>$9,764,679</strong></td>
<td><strong>$8,665,181</strong></td>
<td><strong>$9,806,458</strong></td>
<td><strong>$7,949,809</strong></td>
<td><strong>$9,759,926</strong></td>
<td><strong>$1,593,420</strong></td>
<td><strong>16.3%</strong></td>
</tr>
</tbody>
</table>
MONTHLY BOARD REPORT
FY2015 (July 1, 2014 to June 30, 2015)
Gross Receipts Revenue Thru June 30, 2015

<table>
<thead>
<tr>
<th>Month</th>
<th>Budget</th>
<th>Actual</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$591,976</td>
<td>$640,624</td>
<td>108%</td>
</tr>
<tr>
<td>August</td>
<td>$617,236</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>September</td>
<td>$709,422</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>October</td>
<td>$506,654</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>November</td>
<td>$519,289</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>December</td>
<td>$632,997</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>January</td>
<td>$501,004</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>February</td>
<td>$463,312</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>March</td>
<td>$541,081</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>April</td>
<td>$563,817</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>May</td>
<td>$561,352</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>June</td>
<td>$600,962</td>
<td>-</td>
<td>0%</td>
</tr>
</tbody>
</table>

$ 6,809,100 $ 640,624 9%

Prior Year vs. Current Year
($ thousands)

<table>
<thead>
<tr>
<th>Month</th>
<th>Prior Year FY2014</th>
<th>Current Year FY2015</th>
<th>Inc/Dec from Prior Year to Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$631,877</td>
<td>$640,624</td>
<td>$8,747</td>
</tr>
<tr>
<td>August</td>
<td>$628,640</td>
<td>- $ (628,640)</td>
<td></td>
</tr>
<tr>
<td>September</td>
<td>$716,096</td>
<td>- $ (716,096)</td>
<td></td>
</tr>
<tr>
<td>October</td>
<td>$513,320</td>
<td>- $ (513,320)</td>
<td></td>
</tr>
<tr>
<td>November</td>
<td>$518,926</td>
<td>- $ (518,926)</td>
<td></td>
</tr>
<tr>
<td>December</td>
<td>$606,606</td>
<td>- $ (606,606)</td>
<td></td>
</tr>
<tr>
<td>January</td>
<td>$528,397</td>
<td>- $ (528,397)</td>
<td></td>
</tr>
<tr>
<td>February</td>
<td>$498,296</td>
<td>- $ (498,296)</td>
<td></td>
</tr>
<tr>
<td>March</td>
<td>$569,093</td>
<td>- $ (569,093)</td>
<td></td>
</tr>
<tr>
<td>April</td>
<td>$656,754</td>
<td>- $ (656,754)</td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>$503,533</td>
<td>- $ (503,533)</td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>-</td>
<td>- $ (5,730,914)</td>
<td></td>
</tr>
</tbody>
</table>

$ 6,371,538 $ 640,624 $ (5,730,914)

10/3/2014 Unaudited financials-For Board and Management purposes/review
<table>
<thead>
<tr>
<th>Date Received</th>
<th>Actual</th>
<th>Budget</th>
<th>of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-14</td>
<td>$118,858</td>
<td>$107,130</td>
<td>111% 8.27%</td>
</tr>
<tr>
<td>Aug-14</td>
<td>-$</td>
<td>$124,617</td>
<td>0% 9.62%</td>
</tr>
<tr>
<td>Sep-14</td>
<td>-$</td>
<td>$231,099</td>
<td>0% 17.84%</td>
</tr>
<tr>
<td>Oct-14</td>
<td>-$</td>
<td>$50,780</td>
<td>0% 3.92%</td>
</tr>
<tr>
<td>Nov-14</td>
<td>-$</td>
<td>$91,973</td>
<td>0% 7.10%</td>
</tr>
<tr>
<td>Dec-14</td>
<td>-$</td>
<td>$91,196</td>
<td>0% 7.04%</td>
</tr>
<tr>
<td>Jan-15</td>
<td>-$</td>
<td>$97,025</td>
<td>0% 7.49%</td>
</tr>
<tr>
<td>Feb-15</td>
<td>-$</td>
<td>$72,413</td>
<td>0% 5.59%</td>
</tr>
<tr>
<td>Mar-15</td>
<td>-$</td>
<td>$83,424</td>
<td>0% 6.44%</td>
</tr>
<tr>
<td>Apr-15</td>
<td>-$</td>
<td>$145,992</td>
<td>0% 11.27%</td>
</tr>
<tr>
<td>May-15</td>
<td>$</td>
<td>$113,995</td>
<td>0% 8.80%</td>
</tr>
<tr>
<td>Jun-15</td>
<td>$</td>
<td>$85,755</td>
<td>0% 6.62%</td>
</tr>
<tr>
<td>YTD Total</td>
<td>$118,858</td>
<td>$1,295,400</td>
<td>9% 100.00%</td>
</tr>
</tbody>
</table>
MONTHLY BOARD REPORT
FY2015 (July 1, 2014 to June 30, 2015)
Gross Receipts Revenue By County

RIO ARRIBA COUNTY

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Actual</th>
<th>Budget</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-14</td>
<td>$48,852</td>
<td>$49,882</td>
<td>98%</td>
</tr>
<tr>
<td>Aug-14</td>
<td>-</td>
<td>$51,509</td>
<td>0%</td>
</tr>
<tr>
<td>Sep-14</td>
<td>-</td>
<td>$50,208</td>
<td>0%</td>
</tr>
<tr>
<td>Oct-14</td>
<td>-</td>
<td>$49,394</td>
<td>0%</td>
</tr>
<tr>
<td>Nov-14</td>
<td>-</td>
<td>$43,593</td>
<td>0%</td>
</tr>
<tr>
<td>Dec-14</td>
<td>-</td>
<td>$50,641</td>
<td>0%</td>
</tr>
<tr>
<td>Jan-15</td>
<td>-</td>
<td>$38,984</td>
<td>0%</td>
</tr>
<tr>
<td>Feb-15</td>
<td>-</td>
<td>$36,002</td>
<td>0%</td>
</tr>
<tr>
<td>Mar-15</td>
<td>-</td>
<td>$40,719</td>
<td>0%</td>
</tr>
<tr>
<td>Apr-15</td>
<td>-</td>
<td>$39,255</td>
<td>0%</td>
</tr>
<tr>
<td>May-15</td>
<td>-</td>
<td>$42,454</td>
<td>0%</td>
</tr>
<tr>
<td>Jun-15</td>
<td>-</td>
<td>$49,557</td>
<td>0%</td>
</tr>
<tr>
<td>YTD Total</td>
<td>$48,852</td>
<td>$542,200</td>
<td>9%</td>
</tr>
</tbody>
</table>
MONTHLY BOARD REPORT  
FY2015 (July 1, 2014 to June 30, 2015)  
Gross Receipts Revenue By County  

SANTA FE COUNTY

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Actual</th>
<th>Budget</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-14</td>
<td>$391,422</td>
<td>$364,140</td>
<td>107%</td>
</tr>
<tr>
<td>Aug-14</td>
<td>- $</td>
<td>$374,220</td>
<td>0%</td>
</tr>
<tr>
<td>Sep-14</td>
<td>- $</td>
<td>$362,460</td>
<td>0%</td>
</tr>
<tr>
<td>Oct-14</td>
<td>- $</td>
<td>$343,140</td>
<td>0%</td>
</tr>
<tr>
<td>Nov-14</td>
<td>- $</td>
<td>$328,020</td>
<td>0%</td>
</tr>
<tr>
<td>Dec-14</td>
<td>- $</td>
<td>$406,140</td>
<td>0%</td>
</tr>
<tr>
<td>Jan-15</td>
<td>- $</td>
<td>$307,440</td>
<td>0%</td>
</tr>
<tr>
<td>Feb-15</td>
<td>- $</td>
<td>$295,260</td>
<td>0%</td>
</tr>
<tr>
<td>Mar-15</td>
<td>- $</td>
<td>$350,280</td>
<td>0%</td>
</tr>
<tr>
<td>Apr-15</td>
<td>- $</td>
<td>$326,340</td>
<td>0%</td>
</tr>
<tr>
<td>May-15</td>
<td>- $</td>
<td>$346,500</td>
<td>0%</td>
</tr>
<tr>
<td>Jun-15</td>
<td>- $</td>
<td>$396,060</td>
<td>0%</td>
</tr>
<tr>
<td>YTD Total</td>
<td>$391,422</td>
<td>$4,200,000</td>
<td>9%</td>
</tr>
</tbody>
</table>

** Note one-half of the SF County GRT is allocated to Rio Metro
## MONTHLY BOARD REPORT
FY2015 (July 1, 2014 to June 30, 2015)
Gross Receipts Revenue By County

### TAOS COUNTY

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Actual</th>
<th>Budget</th>
<th>of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-14</td>
<td>$81,492</td>
<td>$70,824</td>
<td>115%</td>
</tr>
<tr>
<td>Aug-14</td>
<td>-</td>
<td>$66,889</td>
<td>0%</td>
</tr>
<tr>
<td>Sep-14</td>
<td>-</td>
<td>$65,655</td>
<td>0%</td>
</tr>
<tr>
<td>Oct-14</td>
<td>-</td>
<td>$63,340</td>
<td>0%</td>
</tr>
<tr>
<td>Nov-14</td>
<td>-</td>
<td>$55,702</td>
<td>0%</td>
</tr>
<tr>
<td>Dec-14</td>
<td>-</td>
<td>$85,019</td>
<td>0%</td>
</tr>
<tr>
<td>Jan-15</td>
<td>-</td>
<td>$57,554</td>
<td>0%</td>
</tr>
<tr>
<td>Feb-15</td>
<td>-</td>
<td>$59,637</td>
<td>0%</td>
</tr>
<tr>
<td>Mar-15</td>
<td>-</td>
<td>$66,658</td>
<td>0%</td>
</tr>
<tr>
<td>Apr-15</td>
<td>-</td>
<td>$52,231</td>
<td>0%</td>
</tr>
<tr>
<td>May-15</td>
<td>-</td>
<td>$58,403</td>
<td>0%</td>
</tr>
<tr>
<td>Jun-15</td>
<td>-</td>
<td>$69,589</td>
<td>0%</td>
</tr>
<tr>
<td><strong>YTD Total</strong></td>
<td>$81,492</td>
<td>$771,500</td>
<td>11%</td>
</tr>
</tbody>
</table>
## MONTHLY BOARD REPORT

### FY2015 (July 1, 2014 to June 30, 2015)

### Grant Revenue

#### Monthly Board Report

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual Revenue ($)</th>
<th>Inc/Dec from Prior Year to Current Year ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>12,892</td>
<td>68,204</td>
</tr>
<tr>
<td>August</td>
<td>156,324</td>
<td>(28,581)</td>
</tr>
<tr>
<td>September</td>
<td>20,023</td>
<td>(83,423)</td>
</tr>
<tr>
<td>October</td>
<td>98,589</td>
<td>(15,266)</td>
</tr>
<tr>
<td>November</td>
<td>84,275</td>
<td>(66,078)</td>
</tr>
<tr>
<td>December</td>
<td>130,478</td>
<td>(28,076)</td>
</tr>
<tr>
<td>January</td>
<td>126,499</td>
<td>(18,511)</td>
</tr>
<tr>
<td>February</td>
<td>214,632</td>
<td>(91,576)</td>
</tr>
<tr>
<td>March</td>
<td>275,465</td>
<td>(166,781)</td>
</tr>
<tr>
<td>April</td>
<td>248,497</td>
<td>(157,043)</td>
</tr>
<tr>
<td>May</td>
<td>237,820</td>
<td>(166,751)</td>
</tr>
<tr>
<td>June</td>
<td>254,362</td>
<td>(105,897)</td>
</tr>
</tbody>
</table>

### Budget to Actual FY2015

($ thousands)

<table>
<thead>
<tr>
<th>Month</th>
<th>Budget14</th>
<th>Actual 14</th>
<th>Budget FY15</th>
<th>Actual FY15</th>
<th>% of Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$176,767</td>
<td>$81,096</td>
<td>$173,366</td>
<td>$170,169</td>
<td>98%</td>
</tr>
<tr>
<td>August</td>
<td>$176,767</td>
<td>$127,744</td>
<td>$173,366</td>
<td>$145,344</td>
<td>84%</td>
</tr>
<tr>
<td>September</td>
<td>208,261</td>
<td>195,614</td>
<td>$173,366</td>
<td>$217,371</td>
<td>125%</td>
</tr>
<tr>
<td>October</td>
<td>$176,767</td>
<td>$113,855</td>
<td>$173,366</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>November</td>
<td>392,503</td>
<td>$150,353</td>
<td>$173,366</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>December</td>
<td>$176,767</td>
<td>$102,402</td>
<td>$173,366</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>January</td>
<td>176,767</td>
<td>107,988</td>
<td>$173,366</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>February</td>
<td>$176,767</td>
<td>$123,056</td>
<td>$173,366</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>March</td>
<td>176,767</td>
<td>108,684</td>
<td>$173,366</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>April</td>
<td>176,767</td>
<td>91,455</td>
<td>$173,366</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>176,767</td>
<td>71,069</td>
<td>$173,366</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>$176,767</td>
<td>148,465</td>
<td>$173,366</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

| Total   | 2,368,429 | 1,421,779 | 2,080,390 | 532,885 | 60% |

10/3/2014 Unaudited financials-For Board and Management purposes/review
## MONTHLY BOARD REPORT
FY2014 (July 1, 2014 to June 30, 2015)

### NCRTD Expenses by Type

As of September 30, 2014

Year to Date Budget Variance 25%

#### Comparative Expenses by Type

<table>
<thead>
<tr>
<th>Description</th>
<th>2014 BUDGET</th>
<th>2014 Expenses</th>
<th>2015 Budget</th>
<th>2015 Expenses</th>
<th>YTD Budget Variance 25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$1,902,117</td>
<td>$1,701,197</td>
<td>$1,899,860</td>
<td>$374,369</td>
<td>19.7%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$843,665</td>
<td>$705,752</td>
<td>$821,427</td>
<td>$143,451</td>
<td>17.5%</td>
</tr>
<tr>
<td>Health &amp; Wellness/Promotions</td>
<td>-</td>
<td>-</td>
<td>$12,000</td>
<td>$89</td>
<td>0.7%</td>
</tr>
<tr>
<td>Vehicle Maintenance, Repairs</td>
<td>$184,920</td>
<td>$192,710</td>
<td>$200,200</td>
<td>$34,494</td>
<td>17.5%</td>
</tr>
<tr>
<td>Utilities (phone, gas, electric, cell)</td>
<td>$44,298</td>
<td>$38,486</td>
<td>$41,426</td>
<td>$3,951</td>
<td>9.5%</td>
</tr>
<tr>
<td>Advertising</td>
<td>$70,440</td>
<td>$61,620</td>
<td>$73,970</td>
<td>$7,340</td>
<td>10.0%</td>
</tr>
<tr>
<td>7 Insurance (property, gen liab, vehicle, civil rights)</td>
<td>$135,000</td>
<td>$87,589</td>
<td>$174,281</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Equipment &amp; Building Expense</td>
<td>$46,036</td>
<td>$23,003</td>
<td>$56,700</td>
<td>$8,242</td>
<td>14.5%</td>
</tr>
<tr>
<td>Office Expenses</td>
<td>$56,470</td>
<td>$36,948</td>
<td>$43,041</td>
<td>$4,839</td>
<td>11.2%</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$35,700</td>
<td>$15,024</td>
<td>$65,030</td>
<td>$427</td>
<td>0.7%</td>
</tr>
<tr>
<td>Travel, meetings, lodging and per diem</td>
<td>$34,712</td>
<td>$28,914</td>
<td>$44,088</td>
<td>$5,189</td>
<td>11.8%</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>$506,233</td>
<td>$333,948</td>
<td>$310,146</td>
<td>$27,819</td>
<td>9.0%</td>
</tr>
<tr>
<td>Audit</td>
<td>$23,433</td>
<td>$23,219</td>
<td>$25,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Dues, Licenses and Fees</td>
<td>$9,486</td>
<td>$5,826</td>
<td>$10,666</td>
<td>$8,522</td>
<td>79.9%</td>
</tr>
<tr>
<td>Fuel</td>
<td>$430,000</td>
<td>$367,694</td>
<td>$415,000</td>
<td>$74,259</td>
<td>17.9%</td>
</tr>
<tr>
<td>Training &amp; Registration fees</td>
<td>$18,513</td>
<td>$8,825</td>
<td>$13,624</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Railrunner, City of SF and Los Alamos</td>
<td>$4,242,874</td>
<td>$3,104,765</td>
<td>$4,415,094</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Capital Expenses</td>
<td>$1,075,994</td>
<td>$715,120</td>
<td>$1,138,373</td>
<td>$71,622</td>
<td>6.3%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$9,659,891</td>
<td>$7,450,641</td>
<td>$9,759,926</td>
<td>$765,511</td>
<td>7.8%</td>
</tr>
</tbody>
</table>
## MONTHLY BOARD REPORT

FY2014 (July 1, 2013 to June 30, 2014)

NCRTD BUDGET EXPENDITURES OVERALL

### Prior Year FY13 Actual

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual</th>
<th>Budget FY2014</th>
<th>Current Year FY14 Actual</th>
<th>Budget FY15</th>
<th>Current Year FY15 Actual</th>
<th>Inc/Dec of Budget vs Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$311,578</td>
<td>$777,664</td>
<td>$546,007</td>
<td>$813,327.17</td>
<td>$221,424</td>
<td>$591,903</td>
</tr>
<tr>
<td>August</td>
<td>$250,791</td>
<td>$777,664</td>
<td>$464,828</td>
<td>$813,327.17</td>
<td>$322,687</td>
<td>$490,640</td>
</tr>
<tr>
<td>September</td>
<td>$683,194</td>
<td>$809,158</td>
<td>$313,124</td>
<td>$813,327.17</td>
<td>$221,400</td>
<td>$591,927</td>
</tr>
<tr>
<td>October</td>
<td>$326,905</td>
<td>$777,664</td>
<td>$294,912</td>
<td>$813,327.17</td>
<td>$322,687</td>
<td>$490,640</td>
</tr>
<tr>
<td>November</td>
<td>$936,614</td>
<td>$1,030,164</td>
<td>$783,580</td>
<td>$813,327.17</td>
<td>$221,400</td>
<td>$591,927</td>
</tr>
<tr>
<td>December</td>
<td>$414,507</td>
<td>$777,664</td>
<td>$625,552</td>
<td>$813,327.17</td>
<td>$221,400</td>
<td>$591,927</td>
</tr>
<tr>
<td>January</td>
<td>$381,446</td>
<td>$798,164</td>
<td>$1,534,559</td>
<td>$813,327.17</td>
<td>$765,511</td>
<td>$8,994,415</td>
</tr>
<tr>
<td>February</td>
<td>$446,430</td>
<td>$777,664</td>
<td>$287,772</td>
<td>$813,327.17</td>
<td>$221,400</td>
<td>$591,927</td>
</tr>
<tr>
<td>March</td>
<td>$528,488</td>
<td>$777,664</td>
<td>$429,154</td>
<td>$813,327.17</td>
<td>$221,400</td>
<td>$591,927</td>
</tr>
<tr>
<td>April</td>
<td>$859,345</td>
<td>$777,664</td>
<td>$640,596</td>
<td>$813,327.17</td>
<td>$221,400</td>
<td>$591,927</td>
</tr>
<tr>
<td>May</td>
<td>$1,534,149</td>
<td>$777,664</td>
<td>$934,795</td>
<td>$813,327.17</td>
<td>$221,400</td>
<td>$591,927</td>
</tr>
<tr>
<td>June</td>
<td>$292,818</td>
<td>$777,664</td>
<td>$572,544</td>
<td>$813,327.17</td>
<td>$221,400</td>
<td>$591,927</td>
</tr>
</tbody>
</table>

| Total   | $6,966,265 | $9,636,458 | $7,427,422 | $9,759,926 | $765,511 | $8,994,415 |

7.84%

10/3/2014 Unaudited financials-For Board and Management purposes/review
MONTHLY BOARD REPORT
FY2014 (July 1, 2014 to June 30, 2015)
Administration Expense Summary

Year to Date Budget Variance 17%

$1,138,276  $955,079  $1,235,221  $177,410  $1,057,811  14.4%
MONTHLY BOARD REPORT
FY2014 (July 1, 2014 to June 30, 2015)
Operating Expense Summary

Year to Date Budget Variance 17%

Budget to Actual FY2014/FY2015 Comparative
($ thousands)

<table>
<thead>
<tr>
<th>Month</th>
<th>Budget 14</th>
<th>Actual 14</th>
<th>Budget FY15</th>
<th>Current Year FY15 Actual</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>YTD Budget Variance 25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$611,224</td>
<td>$446,665</td>
<td>$615,611</td>
<td>$157,113</td>
<td>$458,498</td>
<td>25.5%</td>
</tr>
<tr>
<td>August</td>
<td>$611,224</td>
<td>$408,580</td>
<td>$615,611</td>
<td>$209,136</td>
<td>$406,475</td>
<td>34.0%</td>
</tr>
<tr>
<td>September</td>
<td>$611,224</td>
<td>$204,531</td>
<td>$615,611</td>
<td>$149,889</td>
<td>$465,722</td>
<td>24.3%</td>
</tr>
<tr>
<td>October</td>
<td>$611,224</td>
<td>$217,465</td>
<td>$615,611</td>
<td>$615,611</td>
<td>$615,611</td>
<td>0.0%</td>
</tr>
<tr>
<td>November</td>
<td>$611,224</td>
<td>$602,638</td>
<td>$615,611</td>
<td>$615,611</td>
<td>$615,611</td>
<td>0.0%</td>
</tr>
<tr>
<td>December</td>
<td>$611,224</td>
<td>$561,929</td>
<td>$615,611</td>
<td>$615,611</td>
<td>$615,611</td>
<td>0.0%</td>
</tr>
<tr>
<td>January</td>
<td>$611,224</td>
<td>$1,304,199</td>
<td>$615,611</td>
<td>$615,611</td>
<td>$615,611</td>
<td>0.0%</td>
</tr>
<tr>
<td>February</td>
<td>$611,224</td>
<td>$211,744</td>
<td>$615,611</td>
<td>$615,611</td>
<td>$615,611</td>
<td>0.0%</td>
</tr>
<tr>
<td>March</td>
<td>$611,224</td>
<td>$350,376</td>
<td>$615,611</td>
<td>$615,611</td>
<td>$615,611</td>
<td>0.0%</td>
</tr>
<tr>
<td>April</td>
<td>$611,224</td>
<td>$395,970</td>
<td>$615,611</td>
<td>$615,611</td>
<td>$615,611</td>
<td>0.0%</td>
</tr>
<tr>
<td>May</td>
<td>$611,224</td>
<td>$736,145</td>
<td>$615,611</td>
<td>$615,611</td>
<td>$615,611</td>
<td>0.0%</td>
</tr>
<tr>
<td>June</td>
<td>$611,224</td>
<td>$323,722</td>
<td>$615,611</td>
<td>$615,611</td>
<td>$615,611</td>
<td>0.0%</td>
</tr>
<tr>
<td></td>
<td>$7,334,688</td>
<td>$5,763,965</td>
<td>$7,387,333</td>
<td>$516,138</td>
<td>$6,871,195</td>
<td>7.0%</td>
</tr>
</tbody>
</table>

10/3/2014  Unaudited financials-For Board and Management purposes/review
MONTHLY BOARD REPORT
FY2014 (July 1, 2014 to June 30, 2015)
Capital Expense Summary

Year to Date Budget Variance 17%

<table>
<thead>
<tr>
<th></th>
<th>Budget FY14</th>
<th>Actual FY14</th>
<th>Budget FY15</th>
<th>Actual FY15</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>YTD Budget Variance 25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>$71,583</td>
<td>$-</td>
<td>$94,781</td>
<td>$23,987</td>
<td>$70,794</td>
<td>25%</td>
</tr>
<tr>
<td>August</td>
<td>$103,077</td>
<td>$-</td>
<td>$94,781</td>
<td>$-</td>
<td>$94,781</td>
<td>0%</td>
</tr>
<tr>
<td>September</td>
<td>$71,583</td>
<td>$30,974</td>
<td>$94,781</td>
<td>$47,975</td>
<td>$46,806</td>
<td>51%</td>
</tr>
<tr>
<td>October</td>
<td>$71,583</td>
<td>$-</td>
<td>$94,781</td>
<td>$-</td>
<td>$94,781</td>
<td>0%</td>
</tr>
<tr>
<td>November</td>
<td>$236,583</td>
<td>$95,949</td>
<td>$94,781</td>
<td>$94,781</td>
<td>$94,781</td>
<td>0%</td>
</tr>
<tr>
<td>December</td>
<td>$71,583</td>
<td>$-</td>
<td>$94,781</td>
<td>$-</td>
<td>$94,781</td>
<td>0%</td>
</tr>
<tr>
<td>January</td>
<td>$92,083</td>
<td>$119,937</td>
<td>$94,781</td>
<td>$94,781</td>
<td>$94,781</td>
<td>0%</td>
</tr>
<tr>
<td>February</td>
<td>$71,583</td>
<td>$-</td>
<td>$94,781</td>
<td>$-</td>
<td>$94,781</td>
<td>0%</td>
</tr>
<tr>
<td>March</td>
<td>$71,583</td>
<td>$5,916</td>
<td>$94,781</td>
<td>$94,781</td>
<td>$94,781</td>
<td>0%</td>
</tr>
<tr>
<td>April</td>
<td>$71,583</td>
<td>$161,188</td>
<td>$94,781</td>
<td>$94,781</td>
<td>$94,781</td>
<td>0%</td>
</tr>
<tr>
<td>May</td>
<td>$71,583</td>
<td>$95,949</td>
<td>$94,781</td>
<td>$94,781</td>
<td>$94,781</td>
<td>0%</td>
</tr>
<tr>
<td>June</td>
<td>$71,583</td>
<td>$198,465</td>
<td>$94,781</td>
<td>$94,781</td>
<td>$94,781</td>
<td>0%</td>
</tr>
</tbody>
</table>

$1,075,994 $708,378 $1,137,373 $71,962 $1,065,411 6%
EXECUTIVE

- Met with City of SF and County of SF, Ski Santa Fe, Ski New Mexico and other stakeholders regarding Ski Santa Fe and Santa Fe National Forest service.
- Updated draft Ski Santa Fe Service options and financial analysis.
- Drafted and entered into contract for Long Range Service Plan.
- Reviewed LTAP RFQ responses.
- Interviewed candidates for Human Resources Director.
- Developed conceptual proposal for Holy Cross Hospital request for possible Para Transit Services to Taos County.
- Held 10th Anniversary event.
- Attended meeting of North and Central Transit Agencies coordinated by NMDOT.
- Reviewed outstanding site property issues with Attorney and Land Use consultant.
- Vacation from September 19 – October 1.
- Met with Attorney and Staff regarding various legal issues and associated documents.
- Prepared Board and Finance Subcommittee meeting materials.
- Met weekly 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.

MARKETING/PUBLIC INFORMATION

- Wrote and designed FY 2014 Annual Report. Began to prepare to delivery to the printer
- Co-organized successful celebration for the NCRTD 10th Anniversary that was held on Friday, September 12
- Wrote and prepared a comprehensive press kit for the 10th Anniversary.
- Stories on the 10th Anniversary appeared in the Los Alamos Monitor, Rio Grande Sun and Taos News
- Story appeared in the Rio Grande Sun regarding the award of the long range service plan
- A press release was issued regarding service to Picuris Pueblo and was picked up in the Taos News and Rio Grande Sun
- Worked with the Santa Fe Reporter on a story regarding service to Ski Santa Fe and the Santa Fe National Forest
- Represented the NCRTD at the New Mexico Legislative Jobs Council regional meeting
• Wrote and disseminated Fall issue of the employee newsletter the Blue Bus Times
• Developed, presented and finalized logo for Blue Bus Tracker and for QR code signage at RTD bus stops
• Attended a retirement gathering for NMDOT’s Greg White
• A wrap was installed on the Questa bus and Westside bus on behalf of the New Mexico National Guard for a one year contract
• Held a conference call with the ad rep for the Santa Fe Chamber of Commerce regarding advertising opportunities with the Chamber
• Provided various updates and rider alerts to ncrtd.org throughout the month
• KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in September excluding Saturdays and Sundays
• KSWV 810-AM in Santa Fe, :30 sec spot ran 20 times in September as well as 30 :20 sec promos announcing RTD sponsorship during the 7:30 AM ½ hour
• KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in September
• Two ads ran in September in the Rio Grande Sun, Los Alamos Monitor and the Taos News.
• A strip ad ran in the Santa Fe New Mexican on September 5 and 17 on front page of Locals section and the front page of the paper respectively
• Green Fire Times ad ran in their September issue
• Chama Valley Times ¼ page ad ran in September issue

SERVICE DEVELOPMENT
• August 2014 5311 Ridership Report
• Participated in the Employee Recognition Committee
• ITS AVL/CAD project work including:
  o Avail onsite for continued training and trouble shooting, ride-along coverage assessment
  o Continued reports and InfoPoint introduction and training
  o Ongoing Staff training and teambuilding throughout organization
  o StrataGen/Adept paratransit and Avail data entry and oversight
  o Continued QR code discussions and strategizing regarding implementation
  o TAP RFQ Statements submitted and evaluated; RFP finalized and posted; Proposal submittal deadline of September 11, 2014; Addendum #1 created to respond to questions
  o Communicated with KFH Group regarding service plan update implementation including schedules and timetables
  o Involved in ongoing discussion regarding transit service request for Ski SF and SFNF; contributed to the creation of a draft service outline and draft funding scenario; attempts to coordinate a meeting to discuss funding mechanisms ongoing
Met with UNM Director and UNM Communications Director to discuss UNM-Taos at Klauer service needs and potential schedules moving forward; continuing conversations expected

Participated in Long Range Plan RFP process, evaluated submittals, interviewed Proposers

Worked closely with Santa Clara Pueblo on FY12 TTP funds award

NCRTD service overview presented to Holy Cross Hospital in Taos at their request; demand or dial-a-ride and fixed or flex route service discussed

Worked with Marketing through the process of QR code sign design

Ongoing work with NCRTD legal, FTA, and member Pueblos to complete FY14 TTP award MOA process

Picuris Pueblo bus stop installed and service implemented

**OPERATIONS**

Continue working with Avail and team on ITS, AVL & CAD testing and acceptance.

Interviewing for Drivers.

Recruiting for Fleet and Facilities Manager.
Performance Measures

for

Fiscal Year 2015

August 2014
The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District’s costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives.”

The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Related:

1. Administrative:
   A. Ridership, All Funded Routes
   B. Ridership, NCRTD Operated Routes
   C. Monthly Expenditures
   D. Cost Per Mile
   E. Cost Per Trip

2. Fleet:
   A. Vehicle Back Up Ratio
   B. Average Vehicle Age
   C. Percentage of “On-Time” PM / Inspections
   C. Accidents, Major/Minor Tracking

3. Customer Relations:
   A. Complaints
   B. Incidents

The In-state/local comparable is Sandoval/Valencia Counties which are operated by the Rio Metro Regional Transit District. This benchmark/peer entity was chosen since they are within New Mexico and somewhat similar to rural transit service. The FTA benchmarking data used originates from the Rural Transit Fact Book 2013. The data is for 2011 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.
Performance Measure - Administrative:

Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded by the NCRTD are collected by City of Santa Fe and Los Alamos County. This data is forwarded and combined with the data from the District’s operated routes. These numbers are then compiled into a monthly ridership report. This measurement tracks the number of one way trips taken on all the routes within the district. This graph shows the NCRTD combined total ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand. Sandoval/Valencia counties are used local/in-state comparison benchmark, as they are similar in service but smaller in size: a two county service of the Rio Metro Transit District.
This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes 20 fixed and commuter routes as well as the demand response routes. Totaling the number of one way trips on NCRTD routes, allows staff to evaluate effectiveness and to ensure that the service is reaching areas in the district that have high demand for accessible mobility. Sandoval/Valencia counties were selected as a local/in-state comparison benchmark.
The NCRTD’s Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the expenditures to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. Tracking the budget and monitoring operational costs allows management to target specific dollar amounts when creating future budgets and requesting federal funding from the NM Department of Transportation.

### Monthly Expenditures FY 13-14

<table>
<thead>
<tr>
<th></th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin</td>
<td>$36,674</td>
<td>$20,438</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating</td>
<td>$144,466</td>
<td>$188,698</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$181,140</td>
<td>$209,136</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures (chart above) and the number of miles travelled for NCRTD operated routes. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's route operations. This measurement is a beneficial tool for the planning and operation’s departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of $5311 funding. This is a management tool to track our cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties’ annual average are used as a local/in state comparable benchmark, even though their system is smaller than NCRTD. Data from the 2013 Rural Transit Data Fact Book, specifically FTA’s District 6 (our district) annual cost per mile is included as a benchmark.
Performance Measure - Administrative:

Operating Cost per Trip

When transit data is collected, passengers, riders and rides are counted and referred to as “trips.” One passenger can generate several trips in a day, and these are counted individually. Example, a particular rider may board in Questa (1 trip) and transfer to the Taos to Espanola bus (1 trip) and again transfer to the Santa Fe bus in Espanola (1 trip) for a total of three trips. The cost per trip is computed on a monthly basis by dividing the monthly operating costs from the Monthly Expenditures (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties’ annual average are used as a local/in state comparable benchmark, even though their system is smaller than the NCRTD. Data from the 2013 Rural Transit Data Fact Book, specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark.
Spare Vehicle Ratio/Combined all Vehicles

FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 50 vehicles. NCRTD’s fleet totals 35 and is exempt from this guideline but it is a good benchmark to keep in place. With an annual maximum service of 27 and a backup fleet of 8, the backup ratio is 30%. This higher number is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These backup vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns.

Spare Vehicle Ratio/Combined All Vehicles

<table>
<thead>
<tr>
<th>Month</th>
<th>Spare Vehicles</th>
<th># Needed to run</th>
<th>Spare Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>11</td>
<td>26</td>
<td>42.31%</td>
</tr>
<tr>
<td>Aug</td>
<td>11</td>
<td>26</td>
<td>42.31%</td>
</tr>
<tr>
<td>Sept</td>
<td>11</td>
<td>26</td>
<td>42.31%</td>
</tr>
<tr>
<td>Oct</td>
<td>26</td>
<td>26</td>
<td>0.00%</td>
</tr>
<tr>
<td>Nov</td>
<td>26</td>
<td>26</td>
<td>0.00%</td>
</tr>
<tr>
<td>Dec</td>
<td>26</td>
<td>26</td>
<td>0.00%</td>
</tr>
<tr>
<td>Jan</td>
<td>26</td>
<td>26</td>
<td>0.00%</td>
</tr>
<tr>
<td>Feb</td>
<td>26</td>
<td>26</td>
<td>0.00%</td>
</tr>
<tr>
<td>March</td>
<td>26</td>
<td>26</td>
<td>0.00%</td>
</tr>
<tr>
<td>April</td>
<td>26</td>
<td>26</td>
<td>0.00%</td>
</tr>
<tr>
<td>May</td>
<td>26</td>
<td>26</td>
<td>0.00%</td>
</tr>
<tr>
<td>June</td>
<td>26</td>
<td>26</td>
<td>0.00%</td>
</tr>
<tr>
<td>July</td>
<td>11</td>
<td>26</td>
<td>20.00%</td>
</tr>
<tr>
<td>Aug</td>
<td>11</td>
<td>26</td>
<td>20.00%</td>
</tr>
<tr>
<td>Sept</td>
<td>11</td>
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</tr>
<tr>
<td>Oct</td>
<td>26</td>
<td>26</td>
<td>20.00%</td>
</tr>
<tr>
<td>Nov</td>
<td>26</td>
<td>26</td>
<td>20.00%</td>
</tr>
<tr>
<td>Dec</td>
<td>26</td>
<td>26</td>
<td>20.00%</td>
</tr>
<tr>
<td>Jan</td>
<td>26</td>
<td>26</td>
<td>20.00%</td>
</tr>
<tr>
<td>Feb</td>
<td>26</td>
<td>26</td>
<td>20.00%</td>
</tr>
<tr>
<td>March</td>
<td>26</td>
<td>26</td>
<td>20.00%</td>
</tr>
<tr>
<td>April</td>
<td>26</td>
<td>26</td>
<td>20.00%</td>
</tr>
<tr>
<td>May</td>
<td>26</td>
<td>26</td>
<td>20.00%</td>
</tr>
<tr>
<td>June</td>
<td>26</td>
<td>26</td>
<td>20.00%</td>
</tr>
</tbody>
</table>

Recommended: 20.00%
The FTA allows the use of years or mileage to attain usable life. The District uses mileage rather than the year of manufacture because of the large area of the district and the high number of miles traveled on an annual basis. This compares the age of specific kind of vehicles by mileage in accordance to the FTA guidelines. This is useful in fleet replacement planning. The numbers will vary month to month as mileages increase and old vehicles are replaced by new.

### Average Fleet Age in Miles by FTA Category

- **Heavy Duty-Large Bus**: Not applicable (N/A)
- **Heavy Duty-Small Bus**: 102,730
- **Medium Duty/Purpose Built**: 115,488
- **Light-Duty Medium Bus**: 150,000
- **Light-Duty Small Bus/Van**: 93,861
- **RTD Avg. Fleet Age in Miles**: 100,401

The table above shows the average fleet age in miles for different categories of vehicles. The FTA minimum life in miles is also indicated, along with the RTD average age in miles.
Performance Measure - Fleet:

Percentage of “On-Time” PM / Inspections

The federal benchmark for the percentage of “on-time” preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer’s recommended maintenance schedules may range in mileage due to the component makeup of a particular vehicle. The FTA recommends they be conducted within the manufacturer’s recommended maintenance schedule. However, as a sub recipient of NMDOT we are allowed varied standards as approved by NMDOT. With the variety of sizes and component makeup of District vehicles, we have determined and hold to a standard of 6000 mile intervals for the light and medium gasoline powered fleet and 7000 miles for the diesel powered medium-heavy fleet. This ensures frequent safety inspections and PM services at reasonable intervals that result in a more dependable and safer fleet. This data is collected and tracked by the Fleet Maintenance Manager.

![Percent of Preventative Maintenance Completed Within Scheduled Mileage](image_url)
Performance Measure - Fleet:

Accidents per Month

This measurement shows us how many accidents occur within a month and to what frequency they occur. These are logged as minor or major accidents. A minor accident for example, is one where a driver hits a stationary object while backing but there is minimal damage. A major accident is one where there may be significant damage and/or injury, and a FTA Post accident drug screen is required. All accidents are reported to the Operations and Maintenance Manager to decide on what corrective action needs to be taken. There are established internal reporting and follow up procedures. All accidents, major or minor, are investigated and documented, and dealt with accordingly by the operations management team. As a result, disciplinary measures and/or driver re-training may be required by the outcome of the investigation.

Number of Major/Minor Accidents per 84,840 Miles Avg. Driven Monthly

<table>
<thead>
<tr>
<th>Month</th>
<th>Major Accidents</th>
<th>Minor Accidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Aug</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>

Last Minor Accident - August 27, 2014
Miles Driven since last Minor Accident - 8080

Last Major Accident - October 22, 2013
Miles Driven since last Major Accident - 868,600
1. Patron complained the Santa Clara Driver did not wait at Park & Ride and never answers the radio. / Supervisor radioed Bus and driver said she was running a little late in Santa Clara Pueblo and would be there soon. Supervisor noted to caller that radio reception is spotty in that area.

2. Riverside – A man called and said that he had be threatened by an intoxicated individual and the female driver would not say anything to the offender. / Supervisor would view the video recording and provide the driver with necessary re-training.

Performance Measure – Customer Relations:
Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.
Performance Measure – Customer Relations:

Complaints per Month

<table>
<thead>
<tr>
<th></th>
<th>FY 14-15 Number of Complaints</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total</td>
<td>Schedule Issues</td>
</tr>
<tr>
<td>July</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>August</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Sept</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nov</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dec</td>
<td></td>
<td></td>
</tr>
<tr>
<td>January</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feb</td>
<td></td>
<td></td>
</tr>
<tr>
<td>March</td>
<td></td>
<td></td>
</tr>
<tr>
<td>April</td>
<td></td>
<td></td>
</tr>
<tr>
<td>May</td>
<td></td>
<td></td>
</tr>
<tr>
<td>June</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>
Performance Measure – Customer Relations:

Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1. Santa Fe – Denied ride to a man in Santa Fe due to intoxication.
2. Riverside – Two men were threatening to fight on the bus. Driver told them to stop, that it was not worth going to jail over. They exited the bus at the next stop.
3. Santa Fe – In Pojoaque 2 individuals were starting to fight on bus. Driver told them to separate and called in for PD. PD arrived and arrested.
4. Santa Fe – In Santa Fe driver denied 3 individuals for intoxication. One was named Luther.
5. Santa Clara – A man (Dale) wanted driver to stop and let him off at a non designated stop. He became angry and threatened to hit her. She refused him service and he exited at the Apple St. stop.
6. Santa Fe – At Park & Ride stop, driver had to deny several riders due to a full bus.
7. Santa FE – Driver denied a ride to an intoxicated man.
8. Riverside – Driver denied ride to a couple who were trying to transport a spare tire.
9. Santa Fe – Driver denied rides to 3 intoxicated individuals at Cities of Gold stop.
10. Tesuque – Colorado “bangers” and Espanola “Bangers” boarded the bus and sat in the rear. By Arroyo Seco, driver had to pull over and call for PD assistance due to disruption and potential fight. When one of them asked why the bus was stopped. Driver told them he was waiting for PD. They all exited the bus at that point.
# Customer Incidents

<table>
<thead>
<tr>
<th></th>
<th>FY 14-15 Number of Customer Incidents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>July</td>
<td>4</td>
</tr>
<tr>
<td>Aug</td>
<td>10</td>
</tr>
<tr>
<td>Sept</td>
<td></td>
</tr>
<tr>
<td>Oct</td>
<td></td>
</tr>
<tr>
<td>Nov</td>
<td></td>
</tr>
<tr>
<td>Dec</td>
<td></td>
</tr>
<tr>
<td>Jan</td>
<td></td>
</tr>
<tr>
<td>Feb</td>
<td></td>
</tr>
<tr>
<td>March</td>
<td></td>
</tr>
<tr>
<td>April</td>
<td></td>
</tr>
<tr>
<td>May</td>
<td></td>
</tr>
<tr>
<td>June</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>14</td>
</tr>
</tbody>
</table>
NCRTD Monthly Ridership Summary

August 1, 2014 thru August 31, 2014

### Calendar Operating Days

<table>
<thead>
<tr>
<th></th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-14</td>
<td>22</td>
</tr>
<tr>
<td>Aug-14</td>
<td>21</td>
</tr>
</tbody>
</table>

### Monthly System Totals

<table>
<thead>
<tr>
<th></th>
<th>This Year</th>
<th>Last Year</th>
<th>%Change</th>
<th>Year to Date Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>This Year</td>
<td>Last Year</td>
<td>Difference</td>
<td>%Change</td>
</tr>
<tr>
<td>NCRTD Operated</td>
<td>17,419</td>
<td>17,934</td>
<td>-3%</td>
<td>34,834</td>
</tr>
<tr>
<td>NCRTD Funded</td>
<td>32,876</td>
<td>31,690</td>
<td>4%</td>
<td>61,835</td>
</tr>
<tr>
<td>All Systems</td>
<td>50,295</td>
<td>49,624</td>
<td>1%</td>
<td>96,669</td>
</tr>
</tbody>
</table>

### System Daily Averages

<table>
<thead>
<tr>
<th></th>
<th>This Year</th>
<th>Difference</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCRTD Operated</td>
<td>829</td>
<td>854</td>
<td>-3%</td>
</tr>
<tr>
<td>NCRTD Funded</td>
<td>1,566</td>
<td>1,509</td>
<td>4%</td>
</tr>
<tr>
<td>Systems Total</td>
<td>2395</td>
<td>2363</td>
<td>1%</td>
</tr>
</tbody>
</table>

### Total Ridership YTD % Change

<table>
<thead>
<tr>
<th></th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>July-14</td>
<td>-5%</td>
</tr>
<tr>
<td>August-14</td>
<td>-2%</td>
</tr>
</tbody>
</table>
Aug-2014
Ridership Report

Comparative Ridership NCRTD Funded Routes

Comparative Ridership NCRTD Operated Routes Only

FY11-12 = 246,114 / FY12-13 = 269,146 / FY13-14 = 288,346 / FY14-15 = 34,834

FY11-12 = 185,827 / FY12-13 = 193,027 / FY13-14 = 209,750 / FY14-15 = 61,835
### Questa to Taos Route

<table>
<thead>
<tr>
<th>Month</th>
<th>FY11/12</th>
<th>FY12/13</th>
<th>FY13/14</th>
<th>FY14/15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jun</td>
<td>662</td>
<td>616</td>
<td>552</td>
<td>443</td>
</tr>
<tr>
<td>Jul</td>
<td>642</td>
<td>654</td>
<td>665</td>
<td>608</td>
</tr>
<tr>
<td>Aug</td>
<td>1158</td>
<td>1170</td>
<td>1116</td>
<td>156</td>
</tr>
<tr>
<td>Sept</td>
<td>1376</td>
<td>1459</td>
<td>1371</td>
<td>0</td>
</tr>
<tr>
<td>Oct</td>
<td>1157</td>
<td>1179</td>
<td>787</td>
<td>0</td>
</tr>
<tr>
<td>Nov</td>
<td>775</td>
<td>1056</td>
<td>833</td>
<td>0</td>
</tr>
<tr>
<td>Dec</td>
<td>1380</td>
<td>1250</td>
<td>1125</td>
<td>0</td>
</tr>
<tr>
<td>Jan</td>
<td>1342</td>
<td>1267</td>
<td>1151</td>
<td>0</td>
</tr>
<tr>
<td>Feb</td>
<td>1000</td>
<td>1127</td>
<td>830</td>
<td>0</td>
</tr>
<tr>
<td>Mar</td>
<td>1147</td>
<td>1474</td>
<td>962</td>
<td>0</td>
</tr>
<tr>
<td>Apr</td>
<td>975</td>
<td>1068</td>
<td>824</td>
<td>0</td>
</tr>
<tr>
<td>May</td>
<td>587</td>
<td>593</td>
<td>576</td>
<td>0</td>
</tr>
<tr>
<td>Jun</td>
<td>662</td>
<td>778</td>
<td>709</td>
<td>436</td>
</tr>
</tbody>
</table>

**FY11-12 = 12,201 / FY12-13 = 12,913 / FY13-14 = 10,792 / FY14/15 = 1,051**

### Taos to Espanola Route

<table>
<thead>
<tr>
<th>Month</th>
<th>FY11-12</th>
<th>FY12-13</th>
<th>FY13-14</th>
<th>FY14-15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jun</td>
<td>1002</td>
<td>1051</td>
<td>985</td>
<td>986</td>
</tr>
<tr>
<td>Jul</td>
<td>1186</td>
<td>1126</td>
<td>998</td>
<td>891</td>
</tr>
<tr>
<td>Aug</td>
<td>1012</td>
<td>849</td>
<td>928</td>
<td>0</td>
</tr>
<tr>
<td>Sept</td>
<td>935</td>
<td>1009</td>
<td>907</td>
<td>0</td>
</tr>
<tr>
<td>Oct</td>
<td>841</td>
<td>722</td>
<td>652</td>
<td>0</td>
</tr>
<tr>
<td>Nov</td>
<td>922</td>
<td>742</td>
<td>627</td>
<td>0</td>
</tr>
<tr>
<td>Dec</td>
<td>1033</td>
<td>668</td>
<td>792</td>
<td>0</td>
</tr>
<tr>
<td>Jan</td>
<td>1028</td>
<td>750</td>
<td>830</td>
<td>0</td>
</tr>
<tr>
<td>Feb</td>
<td>1050</td>
<td>883</td>
<td>813</td>
<td>0</td>
</tr>
<tr>
<td>Mar</td>
<td>1055</td>
<td>942</td>
<td>930</td>
<td>0</td>
</tr>
<tr>
<td>Apr</td>
<td>1093</td>
<td>879</td>
<td>872</td>
<td>0</td>
</tr>
<tr>
<td>May</td>
<td>1012</td>
<td>909</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Jun</td>
<td>1012</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**FY11-12 = 12,169 / FY12-13 = 10,500 / FY13-14 = 10,243 / FY14/15 = 1,877**

### Penasco to Taos Route

<table>
<thead>
<tr>
<th>Month</th>
<th>FY11-12</th>
<th>FY12-13</th>
<th>FY13-14</th>
<th>FY14-15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jun</td>
<td>662</td>
<td>930</td>
<td>733</td>
<td>436</td>
</tr>
<tr>
<td>Jul</td>
<td>778</td>
<td>953</td>
<td>681</td>
<td>551</td>
</tr>
<tr>
<td>Aug</td>
<td>709</td>
<td>565</td>
<td>697</td>
<td>0</td>
</tr>
<tr>
<td>Sept</td>
<td>660</td>
<td>847</td>
<td>759</td>
<td>0</td>
</tr>
<tr>
<td>Oct</td>
<td>629</td>
<td>700</td>
<td>618</td>
<td>0</td>
</tr>
<tr>
<td>Nov</td>
<td>776</td>
<td>648</td>
<td>400</td>
<td>0</td>
</tr>
<tr>
<td>Dec</td>
<td>705</td>
<td>818</td>
<td>516</td>
<td>0</td>
</tr>
<tr>
<td>Jan</td>
<td>803</td>
<td>735</td>
<td>608</td>
<td>0</td>
</tr>
<tr>
<td>Feb</td>
<td>796</td>
<td>708</td>
<td>702</td>
<td>0</td>
</tr>
<tr>
<td>Mar</td>
<td>630</td>
<td>769</td>
<td>736</td>
<td>0</td>
</tr>
<tr>
<td>Apr</td>
<td>690</td>
<td>812</td>
<td>674</td>
<td>0</td>
</tr>
<tr>
<td>May</td>
<td>859</td>
<td>704</td>
<td>583</td>
<td>0</td>
</tr>
<tr>
<td>Jun</td>
<td>859</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**FY11-12=8,697 / FY12-13= 9,189 / FY13-14= 7,707 / FY14/15= 987**

---

**Note:** The tables above represent the number of passengers for each route from FY11-12 to FY14/15.
### Riverside Drive Route

<table>
<thead>
<tr>
<th>Month</th>
<th>FY-11/12</th>
<th>FY-12/13</th>
<th>FY-13/14</th>
<th>FY14-15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul</td>
<td>3474</td>
<td>3526</td>
<td>4382</td>
<td>4479</td>
</tr>
<tr>
<td>Aug</td>
<td>3720</td>
<td>3848</td>
<td>4145</td>
<td>4405</td>
</tr>
<tr>
<td>Sept</td>
<td>3447</td>
<td>3631</td>
<td>4001</td>
<td></td>
</tr>
<tr>
<td>Oct</td>
<td>3357</td>
<td>3139</td>
<td>4213</td>
<td></td>
</tr>
<tr>
<td>Nov</td>
<td>3185</td>
<td>2820</td>
<td>3220</td>
<td></td>
</tr>
<tr>
<td>Dec</td>
<td>2813</td>
<td>3468</td>
<td>3548</td>
<td></td>
</tr>
<tr>
<td>Jan</td>
<td>3921</td>
<td>3224</td>
<td>3687</td>
<td></td>
</tr>
<tr>
<td>Feb</td>
<td>3395</td>
<td>3324</td>
<td>3890</td>
<td></td>
</tr>
<tr>
<td>Mar</td>
<td>3356</td>
<td>3324</td>
<td>4716</td>
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</tr>
<tr>
<td>Apr</td>
<td>3051</td>
<td>3550</td>
<td>4962</td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>3630</td>
<td>3799</td>
<td>4354</td>
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<tr>
<td>Jun</td>
<td>3158</td>
<td>3884</td>
<td>3825</td>
<td></td>
</tr>
</tbody>
</table>

**FY11-12= 40,507 / FY12-13= 41,470 / FY13-14= 48,943 / FY14/15= 8,884**

### Espanola to Chimayo Route

<table>
<thead>
<tr>
<th>Month</th>
<th>FY-11/12</th>
<th>FY-12/13</th>
<th>FY-13/14</th>
<th>FY14-15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul</td>
<td>363</td>
<td>517</td>
<td>538</td>
<td>814</td>
</tr>
<tr>
<td>Aug</td>
<td>416</td>
<td>543</td>
<td>550</td>
<td>892</td>
</tr>
<tr>
<td>Sept</td>
<td>583</td>
<td>445</td>
<td>498</td>
<td></td>
</tr>
<tr>
<td>Oct</td>
<td>376</td>
<td>455</td>
<td>580</td>
<td></td>
</tr>
<tr>
<td>Nov</td>
<td>381</td>
<td>609</td>
<td>622</td>
<td></td>
</tr>
<tr>
<td>Dec</td>
<td>500</td>
<td>534</td>
<td>750</td>
<td></td>
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**FY11-12= 5,873 / FY12-13= 6,645 / FY13-14= 7,818 / FY14/15= 1,706**

### Las Trampas Route

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**FY11-12= 2,052 / FY12-13= 2,196 / FY13-14= 2,311 / FY14/15= 510**
FY11-12= 1,887 / FY12-13= 3,292 / FY13-14= 3,834 / FY14/15= 466

FY11-12= 4,149 / FY12-13= 4,876 / FY13-14= 4,980 / FY14/15= 773

FY11-12= 13,062 / FY12-13= 13,359 / FY13-14= 15,393 / FY14/15= 2,584
FY11-12 = 24,170 / FY12-13= 25,286 / FY13-14= 29,643 / FY14/15= 5,273

FY11-12= 7,022 / FY12-13 =7,225 /FY13-14= 8,027 / FY14/15= 945

FY11-12 =1,317 / FY12-13 = 1,461 / FY13-14= 1,685 / FY14/15= 395
Tesuque Santa Fe Route

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FY11-12 = 7,176 / FY12-13 = 7,524 / FY13-14 = 10,448 / FY14/15 = 1,699

San Ildefonso Pueblo Route

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<th>FY14/15</th>
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<td>167</td>
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<td>237</td>
<td>305</td>
<td>308</td>
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<td>264</td>
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<td>291</td>
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<td>Jun</td>
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FY11-12 = 3,399 / FY12-13 = 3,347 / FY13-14 = 2,951 / FY14/15 = 334

Demand Response Pojoaque Students

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<th>FY13-14</th>
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FY11-12 = 3,088 / FY12-13 = 3,515 / FY13-14 = 3,911 / FY14/15 = 227
**Demand Response Route**

- **FY-11/12:**
  - Jul: 373
  - Aug: 589
  - Sept: 836
  - Oct: 750
  - Nov: 728
  - Dec: 584
  - Jan: 699
  - Feb: 722
  - Mar: 674
  - Apr: 687
  - May: 744
  - Jun: 376

- **FY-12/13:**
  - Jul: 432
  - Aug: 636
  - Sept: 586
  - Oct: 656
  - Nov: 670
  - Dec: 613
  - Jan: 695
  - Feb: 671
  - Mar: 747
  - Apr: 937
  - May: 782
  - Jun: 434

- **FY-13/14:**
  - Jul: 418
  - Aug: 603
  - Sept: 696
  - Oct: 802
  - Nov: 699
  - Dec: 663
  - Jan: 794
  - Feb: 734
  - Mar: 743
  - Apr: 764
  - May: 766
  - Jun: 348

- **FY14/15:**
  - Jul: 572
  - Aug: 329
  - Sep: 0

**Red River Route**

- **FY-11/12:**
  - Jul: 350
  - Aug: 410
  - Sept: 364
  - Oct: 280
  - Nov: 333
  - Dec: 338
  - Jan: 229
  - Feb: 184
  - Mar: 145
  - Apr: 165
  - May: 157
  - Jun: 212

- **FY-12/13:**
  - Jul: 221
  - Aug: 181
  - Sept: 140
  - Oct: 259
  - Nov: 182
  - Dec: 121
  - Jan: 119
  - Feb: 160
  - Mar: 176
  - Apr: 166
  - May: 179
  - Jun: 131

- **FY-13/14:**
  - Jul: 159
  - Aug: 156
  - Sept: 128
  - Oct: 135
  - Nov: 96
  - Dec: 54
  - Jan: 93
  - Feb: 109
  - Mar: 115
  - Apr: 139
  - May: 107
  - Jun: 98

- **FY14/15:**
  - Jul: 146
  - Aug: 109

**Pojoaque/Nambe Route**

- **FY-11/12:**
  - Jul: 350
  - Aug: 410
  - Sept: 364
  - Oct: 280
  - Nov: 333
  - Dec: 338
  - Jan: 229
  - Feb: 184
  - Mar: 145
  - Apr: 165
  - May: 157
  - Jun: 212

- **FY-12/13:**
  - Jul: 221
  - Aug: 181
  - Sept: 140
  - Oct: 259
  - Nov: 182
  - Dec: 121
  - Jan: 119
  - Feb: 160
  - Mar: 176
  - Apr: 166
  - May: 179
  - Jun: 131

- **FY-13/14:**
  - Jul: 159
  - Aug: 156
  - Sept: 128
  - Oct: 135
  - Nov: 96
  - Dec: 54
  - Jan: 93
  - Feb: 109
  - Mar: 115
  - Apr: 139
  - May: 107
  - Jun: 98

- **FY14/15:**
  - Jul: 146
  - Aug: 109

**Notes:**

- FY 11-12 = 7,762 / FY12-13 = 7,849 / FY13-14 = 8,030 / FY14/15 = 996
- FY11-12 = 4,890 / FY12-13 = 5,319 / FY13-14 = 4,380 / FY14/15 = 901
- FY11-12 = 3,167 / FY12-13 = 2,035 / FY13-14 = 1,389 / FY14/15 = 255
**NM 599 Route**

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**FY11-12= 6,852 / FY12-13= 5,899 / FY13-14= 7,438 / FY14/15= 1,625**

**Eldorado Route**

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**FY11-12= 4,946 / FY12-13= 7,568 / FY13-14= 9,612 / FY14/15= 1,809**
FY11-12= 3,197 / FY12-13= 4,504 / FY13-14= 3,579 / FY14/15= 572
NCRTD Funded Routes - Member Operated

**Los Alamos Enhanced**

FY11-12= 66,820 / FY12-13= 66,523 / FY13-14= 51,148 / FY14/15= 8,253

**Los Alamos Route 11 formerly route 10**

FY11-12= 6,930 / FY12-13= 6,792 / FY13-14= 6,230 / FY14/15= 0

**Los Alamos Route 2**

FY11-12= 37,352 / FY12-13= 46,008 / FY13-14= 106,671 / FY14/15= 19,029
### Santa Fe Route 2

- **FY11-12 = 48,773 / FY12-13 = 48,382 / FY13-14 = 49,393 / FY14/15 = 11,961**

### Santa Fe Route 4

- **FY11-12 = 11,116 / FY12-13 = 10,015 / FY13-14 = 11,543 / FY14/15 = 1,748**

### Santa Fe Route 22

- **FY11-12 = 8,950 / FY12-13 = 10,925 / FY13-14 = 10,318 / FY14/15 = 1,201**
Santa Fe Pick Up

FY11-12 = 66,180 / FY12-13 = 80,318 / FY13-14 = 76,413 / FY14/15 = 19,002

Rail Runner Ridership

FY11-12 = 360,076 / FY12-13 = 309,115 / FY13-14 = 360,269 / FY14/15 = 67,474
October 3, 2014

NCRTD Executive Offices
Attn: Members of the NCRTD Board of Directors
1327 N. Riverside Drive
Espanola NM 87532

Dear Board Members;

In accordance with Board adopted resolution No. 2009-13, I would like to request that the Board consider new transit service in Rio Arriba County at Jicarilla Apache Nation (headquartered in Dulce, NM). Currently, the closest NCRTD transit route is the Chama route, which operates 3 days per week and provides transit between Chama and Española, New Mexico. (It is anticipated that the route will expand to service five days per week upon implementation of the transit service plan update in the coming months.)

Transit service extending to Jicarilla Apache Nation will greatly improve regional resident access to recreational activities, community events, and employment. The transit service requested would most likely be an extension of the current Chama route, with Dulce located approximately 27 miles west of Chama on US-64. According to census.gov, Jicarilla Apache Nation is estimated to maintain a population of around 2700 people, with the majority located in or near Dulce, NM. Expanding the North Central Regional Transit District’s service to include Jicarilla Apache Nation will create another transportation option for local residents which will improve access to essential services and employment, as well as access to Tierra Amarilla, the County seat.

Depending on need determination, the service requested may take into consideration multiple locations that the NCRTD could potentially serve. Dulce seems to be the most likely location for potential stops, with additional stop options along the routing (between Dulce and Chama) to serve the regional community. Possible bus stop locations in the area of Dulce include Jicarilla Apache Tribal Offices, a supermarket, a park, or area lodging.

Board members, please consider directing the staff to commence a “needs assessment report” and to place this item on the October 10, 2014 Board meeting agenda for discussion and consideration by the Board for implementing transit service to Jicarilla Apache Nation. It will be a tremendous asset to Jicarilla Apache Nation and regional residents, and will provide improved transportation alternatives.

Thank you for your time and consideration,

Tomas Campos, III
Rio Arriba County Manager