NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

September 7, 2018
9:00 AM - 1:00 PM
Jim West Regional Transit Center
Board Room

CALL TO ORDER

1. ROLL CALL
2. INTRODUCTIONS
3. PLEDGE OF ALLEGIANCE
4. MOMENT OF SILENCE
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – August 3, 2018
7. PUBLIC COMMENTS

PRESENTATION ITEMS

A. Recognition: Years of Service, Safe Driver, Quarterly Awards Presentation
   Sponsors: Chairman Daniel Barrone and Anthony J. Mortillaro, Executive Director
   Attachment: None

B. Presentation of Government Finance Officers Association (GFOA) Award of
   Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2017
   Comprehensive Financial Report (CAFR)
   Sponsors: Chairman Daniel Barrone and Anthony J. Mortillaro, Executive Director
   Attachment: None

PUBLIC HEARINGS

None

ACTION ITEMS

C. Discussion and Consideration of Award of Contract for Bus Shelters
   Sponsors: Anthony J. Mortillaro, Executive Director; Delilah Garcia, Operations
   Director; Hector Ordoñez, Finance Director
   Attachment

D. Discussion and Consideration of Contract Award for the Americans with Disabilities
   Act Transition Plan Update and Engineering Services for Phase V
   Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Planning,
   Projects & Grants Manager
   Attachment
E. Discussion and Consideration of Resolution 2018-25 Authorizing NCRTD Staff to Collaborate with the Pueblo de San Ildefonso in Applying for FFY2018 Tribal Transit Program Discretionary Program Funding, to Plan, Design, Construct, and Purchase Bus Stop Amenities.
   Sponsors: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Planning, Projects & Grants Manager
   Attachment

F. Discussion and Consideration of Resolution 2018-26: A Resolution Demonstrating The North Central Regional Transit District’s (NCRTD) Commitment to Provide its Local Match Share for §5311 Federal Funding Award in Federal Fiscal Year 2020 (FFY20)
   Sponsors: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Planning, Projects & Grants Manager
   Attachment

G. Discussion and Consideration of a Referral Memorandum of Understanding (MOU) between North Central Regional Transit District (NCRTD) and El Centro Family Health.
   Sponsors: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Planning, Projects & Grants Manager
   Attachment

DISCUSSION ITEMS

H. Review of Quarterly Investment Report of District Funds
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

I. Review of Automatic Clearing House (ACH) Payments over $20,000
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

J. Review of July 2018 Financial Summary
   Sponsors: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

K. Finance Subcommittee Report
   Sponsors: Chair Ed Moreno and Anthony Mortillaro, Executive Director
   Attachment: May 25, 2018 Minutes

L. Tribal Subcommittee Report
   Sponsors: Chair Charles Dorame and Anthony J. Mortillaro, Executive Director
   Attachment: None
M. Executive Report and Comments from the Executive Director
   a. Executive Report for August 2018
   b. Paratransit Performance Measures, July 2018
   c. Performance Measures for July 2018
   d. Ridership Report for July 2018

Matters from the Board

N. Board Approval of Travel Expenses for Board Chair: 23rd National Conference on Rural Public and Intercity Bus Transportation, Breckenridge, Colorado, September 30-October 3, 2018.

Miscellaneous

AdJourn

Next Board Meeting: October 5, 2018 at 9:00 a.m. We are attempting to schedule a Code of Conduct training for all Board members and NCRTD staff managers when the October meeting is adjourned at approximately 11 a.m.

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

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Mayor Dan Barrone, Chair, at 9:09 a.m. at the Jim West Regional Transit Center, Española, New Mexico.

1. Roll Call

Ms. Hernandez called the roll and it indicated the presence of a quorum as follows:

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<tr>
<th>MEMBERS</th>
<th>ELECTED MEMBERS</th>
<th>ALTERNATE DELEGATES</th>
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<tr>
<td>Town of Edgewood</td>
<td>Councilor Linda Holle</td>
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<td>Los Alamos County</td>
<td>Councilor Antonio Maggiore</td>
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<td>Rio Arriba County</td>
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<td>Manager Tomás Campos</td>
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<td>Santa Fe County</td>
<td>Commissioner Ed Moreno</td>
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<td>Taos County</td>
<td>Commissioner Jim Fambro</td>
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<td>Nambé Pueblo</td>
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<td>Mr. Marcus López</td>
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<td>Ohkay Owingeh</td>
<td>Ms. Christy Van Buren</td>
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<td>Pojoaque Pueblo</td>
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<td>San Ildefonso Pueblo</td>
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<td>Ms. Mary Lou Valério</td>
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<td>Santa Clara Pueblo</td>
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<td>Ms. Lillian Garcia</td>
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City of Santa Fe | Councilor Carol Romero-Wirth
---|---
City of Española | Councilor Dennis Tim Salazar
Town of Taos | Mayor Dan Barrone, Chair
Tесuque Pueblo | Gov Charles Dorame
Village of Chama | Councilor Scott Flurry
Rio Metro | Ms. Elizabeth Carter

**Staff Members Present**
Mr. Anthony J. Mortillaro, Executive Director
Ms. Delfina Hernandez, Executive Assistant
Mr. Peter Dwyer, Legal Counsel
Mr. Hector Ordoñez, Finance Director
Ms. Stacey McGuire, Development Director
Ms. Dora Anaya, HR Director
Ms. Delilah Garcia, Transit and Facilities Operations Director
Mr. Jim Nagle, Public Information Officer

**Others Present**
Thomas Martínez, Santa Fe Trails
Joanie Griffin, Griffin and Associates
Austin Fisher, Rio Grande Sun
Carl Boaz, Stenographer

2. **INTRODUCTIONS**

Introductions were made of those in attendance.

3. **Pledge of Allegiance**

The Pledge of Allegiance was recited.

4. **Moment of Silence**

5. **APPROVAL OF AGENDA**

Commissioner Fambro moved to approve the Agenda as presented, Councilor Maggiore seconded the motion and it passed by unanimous (11-0) roll call vote with City of Española, Town of Edgewood, Los Alamos County, Ohkay Owingeh, San Ildefonso Pueblo, Santa Clara Pueblo, Santa Fe County, Town of Taos, Taos County, Tesuque Pueblo, and Village of Chama voting in favor and none against.
6. APPROVAL OF MINUTES — June 1, 2018

Councilor Salazar moved to approve the minutes of June 1, 2018 as presented. Councilor Flurry seconded the motion and it passed by unanimous (11-0) roll call vote with City of Española, Town of Edgewood, Los Alamos County, Ohkay Owingeh, San Ildefonso Pueblo, Santa Clara Pueblo, Santa Fe County, Taos County, Town of Taos, Tesuque Pueblo and Village of Chama voting in favor and none against.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS

A. Recognition: Above and Beyond, Safe Driver Awards Years of Service Recognition Presentation

Mr. Mortillaro acknowledged Mark Lopez for being a great representative of RTD and who has been a recipient of the award in the past and has been to the Board a number of times. Mark had volunteered to cover a shift and had encountered an accident on his way to TSV and took the initiative to help two women with their injuries until EMT arrived.

Mr. Lopez said he appreciated the recognition.

Councilor Romero-Wirth arrived at 9:13 a.m. and Mr. López arrived at 9:16

B. Presentation for GRT Sunset Election - Joanie Griffin

Mr. Mortillaro said Joanie Griffin is with Griffin and Associates who is helping with the District’s communication and education efforts with the general public. She will present talking points and give the Board questions and appropriate answers to respond to constituents.

He noted all four counties had approved the Election and GRT ordinances and they are on the November 6, ballot. He invited Ms. Griffin to speak.

Ms. Griffin said the Board’s help is needed to get constituents to vote to reauthorize the tax and eliminate the sunset clause. They are at the bottom of the ballot and the issue is confusing and although they anticipate all going well, they do not want to take that for granted.

Each member was given a thumb drive with a handout of Q&A (Questions and Answers) that could be printed and given to constituents or emailed to the media, their boards, organizations, etc. In addition a PowerPoint presentation is on the drive should they be inclined to do a presentation at an organization.

Also included are 11 slides with information on RTD - type of service provided, who they serve, etc. The public is unaware of the number of people transported by RTD from veterans,
seniors, disabled to people who use the bus to get to work.

The thumb drive includes a JPEG business card that can be printed and passed out and given to remind others to vote “for” on 6 November and includes a document form of the ballot.

Ads are being placed in the newspapers, starting next week and the goal is one or two a week until election day. Early voting starts October 5th, so it is time to reach out to their constituents.

Mr. Mortillaro invited Board members to call on him if they schedule a presentation and he would be happy to assist and be there to support them.

*Manager Campos arrived at 9:18.*

Ms. Griffin anticipates that all of the newspapers will support the reauthorization. She stressed two things are important for people to know: 1) Their taxes will not increase by voting for the reauthorization. The current tax is 1/8 of 1% (2.5 cents on every $20 dollars) and 2) This service is for everyone in northern New Mexico.

Gov. Dorame asked to meet with someone to discuss how the tax issue will affect the Indian tribes.

Mr. Dwyer explained that on tribal lands people would not pay the tax but if shopping at Walmart, etc. tribal members would pay taxes like everyone else. He is working to get a translator to translate the proclamation on the election into Spanish and in addition they will follow State statutes regarding radio announcements and that Spanish and Native American speakers are aware. He has contacted the SOS (Secretary of State) to get those in Native tribal languages and multiple translators may be required.

He offered to share the names he is given by the SOS office. This will be an extended effort and Ms. Griffin has a list of people to contact and the tribes will be involved.

Gov. Dorame noted there are seven different dialects of Native tribal language and that most polling places have Native Americans present to interpret if needed.

Mr. Mortillaro added that at the last Tribal meeting, those in attendance agreed to allow access to their monthly/biweekly publications to get the information to the Pueblos as well.

Mr. Dwyer explained that the campaign will distinguish tribes, pueblos and also nation because services are provided to the Jicarilla Apache Nation.

Gov. Dorame said an issue that involves all of the tribes, goes to a higher board called the Pueblo Council of Governors and there is a legislative interim advisory committee. The information can be shared with the Governors, so all of the pueblos get the information because not all of the tribes are members of the NCRTD Board.
Ms. Griffin pointed out her direct email is on the cover sheet and thumb drive and invited Gov. Dorame to email her with contact information and she would make sure the tribes receive it.

Chair Barrone mentioned Charlie Gonzales is a big supporter in Questa and is a newly elected official.

Ms. Griffin replied Mr. Gonzalez is already on her list, but members could contact her with the name of anyone they would like her to contact. She said she appreciated the Board’s support.

PUBLIC HEARINGS - None

ACTION ITEMS

C. Discussion and Consideration of Resolution No. 2018-22 to Approve 4th Quarter Financials for Conveyance to the New Mexico Department of Finance and Administration

Mr. Mortillaro explained this is an annual requirement by the DFA and Mr. Ordoñez would present the report and touch on financials at a high level because the same information is in the Financial report. He will go into more detail at that time.

Mr. Ordoñez said the report was submitted on July 27 by the NCRTD with the approval of the pending resolution. The amounts are expected to change because they used projections. They do not know the GRT for June and anticipate it will be positive and there will be an increase in cash reserves.

*Elizabeth Carter arrived at 9:28.*

Mr. Ordoñez noted page 20 shows the reconciliation between the book and cash balance and what is in the bank. The adjustment column is the net revenues that have been invoiced and expenses to be billed. The adjusted balance is $7,403,585 and is the balance of the bank statement.

Page 21 is Revenues. The approved budget total revenue after adjustments is $11,638,755.

Page 22, Expenses for 4th Quarter YTD incurred and approved expense budget as of 6/30 is $10,872,205 in expenses and the fund balance will increase $766,550.

Recently some buses were received, and grants are reimbursable, but there is a 20% contribution.

There were no questions.

**Commissioner Fambro moved to approve Resolution 2018-22 adopting the Fiscal Year Final Quarter Financial Report. Councilor Salazar seconded the motion and it passed by unanimous (14-0) roll call vote with City of Española, Town of Edgewood, Los Alamos County, Ohkay Owingeh, San Ildefonso Pueblo, Santa Clara Pueblo, Santa Fe County, Taos**
County, Town of Taos, Pueblo of Nambe, Rio Arriba County, Tesuque Pueblo, City of Santa Fe and Village of Chama voting in favor and none against.

D. Discussion and Consideration of Resolution No. 2018 - 23 Adopting the Fiscal Year 2019 Annual Service Plans Submitted by the City of Santa Fe and Los Alamos County and Acknowledging the Santa Fe County Transit Service Plan

Mr. Mortillaro explained finance policies require the members that are allocated regional transit GRT taxes for regional services to submit a Transit Service Plan annually that identifies the routes for which the funds will be utilized.

Los Alamos County and City of Santa Fe have adopted plans that are attached for review. Santa Fe County submits a service plan annually. although not required, to convey their desire for services within their County.

There is a big difference in this resolution with respect to prior adopted resolutions and a section has been incorporated that recognizes the LANL contract awarded to a non-profit may have impact on the degradation of the regional transit GRT. That has been reflected in the budget.

The resolution acknowledges that until the impact is known, NCRTD may not reimburse the entities for the last two quarters of FY2019 until the Board has reviewed that and provides direction to Staff regarding the final payment on the last two quarters.

That is also in the resolution adopted by the City of Santa Fe and Los Alamos County. Aside from that, the amounts provided to Atomic City Transit and Santa Fe Trails is reflected in the resolution and align with what has been adopted in the budget.

There were no questions.

Chair Barrone moved to approve Resolution 2018-23 adopting the Fiscal Year Annual Service Plans for City of Santa Fe, Los Alamos County and acknowledging the Santa Fe County Service Plan. Councilor Maggiore seconded the motion and it passed by unanimous (14-0) roll call vote with City of Española, Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pueblo of Nambe, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Tesuque Pueblo, Rio Arriba County and Village of Chama voting in favor and none against.

E. Discussion and Consideration of Memorandum of Understanding with Taos Ski Valley

Mr. Mortillaro explained this is our 3rd year contracting with TSV to provide winter service, aka TSV Green Route that is anticipated to start December 15 and conclude about March 24, 2019. The scope of service is similar to last year with one change. They anticipated providing evening service last year but because of the late contract approval, the District was unable to recruit drivers and that portion was canceled.
They would like the District to provide evening service only on Friday and Saturday evenings this year. In addition, they are realigning the schedule to provide more service on the weekends. The Village will receive a credit of $10,387 in this year’s contract, due to the inability to provide evening service last year. They thought ridership would be down due to lack of snow, but it has increased slightly. They believe it is because more employees at the ski area are using the service. More passengers are anticipated this winter with the projection that there will be more snow.

Mr. Mortillaro stood for questions.

**Commissioner Fambro moved to approve the Memorandum of Understanding (MOU) between Taos Ski Valley and NCRTD as presented. Ms. Van Buren seconded the motion.**

Ms. Van Buren asked to hear more about possible reduction or elimination of the contribution and that impact on NCRTD.

Mr. Mortillaro explained that is included and is standard language in case the TSV wanted to cut back or change their contribution. He noted the TSV Board approved the contract in July and he did not anticipate a change.

Gov. Dorame asked if the Forest Service is included in the MOU.

Mr. Mortillaro replied they are not because, as he understands, the ski area is not on Forest Service land.

Chair Barrone agreed they are different than the Santa Fe Ski Area.

Commissioner Fambro noted that the State Highway and the corporate limits of TSV are the only places that RTD goes.

**The motion approving the MOU passed by unanimous (14-0) roll call vote with Santa Clara Pueblo, City of Santa Fe, Santa Fe County, City of Española, Los Alamos County, Ohkay Owingeh, Village of Chama, Town of Edgewood, Pueblo of Nambe, San Ildefonso Pueblo, Taos County, Town of Taos, Tesuque Pueblo and Rio Arriba County voting in favor and none against.**

**F. Discussion and Consideration of Memorandum of Agreement with Taos County Regarding the Questa Village Facility**

Mr. Mortillaro asked Ms. Delilah Garcia to present the three Memoranda of Agreement (MOA).

Ms. Garcia said the MOA with Taos County is for bus parking within the Village of Questa. Similar parking agreements have been brought before the Board over the last year to relocate buses from the homes of employees to central locations where routes start.

They have been doing this to gain better access and control over the equipment in the event
an employee is sick or on vacation. The bus would be picked up from the employee’s home in the past and deadheaded to the start of the route in Taos or Española.

This MOA with Taos County is the Red River route and would be the last bus to be relocated. The request is for approval of a long-term (10-year) agreement in which RTD will have the ability to park two vehicles, a primary and a backup vehicle. In return, NCRTD will assist the County with upgrades to the video surveillance equipment that provides security to equipment in the parking area.

Chair Barrone asked if the buses are gas or diesel. He was told they are gas.

Councilor Maggiore asked if RTD would have access to the video surveillance.

Ms. Garcia replied Taos would make it available by Internet or at the site and the same is true with the Village of Chama.

Councilor Maggiore asked if there would be room in the lot during the 10-year period for a third vehicle; would there be flexibility.

Ms. Garcia explained the two parking spaces are sufficient at this point because there is only one bus from that area, but the agreement could be amended if needed.

Manager Campos moved to approve the MOU with Taos County as presented, seconded by Councilor Maggiore and the motion passed unanimously (14-0) by roll call with Rio Arriba County, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, City of Española, Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pueblo of Nambe, San Ildefonso Pueblo, Town of Taos, Tesuque Pueblo, and Village of Chama voting in favor and none against.

G. Discussion and Consideration of Memorandum of Agreement with Taos County regarding the Taos County Peñasco Facility

Ms. Delilah Garcia noted this is a very similar agreement for the 10-year period and a similar agreement for the site was approved last winter. NCRTD has assisted with video surveillance and only one bus leaves Peñasco and the MOA allows a primary and secondary vehicle.

Chair Barrone asked if there had been any trouble with the buses and not location.

Ms. Garcia responded there have been no problems buses and it makes it easier to continue the agreements when they know their buses are safe.

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

H. Discussion and Consideration of Memorandum of Agreement with City of Santa Fe for Parking at Santa Fe Trails Operations Facility

Ms. Delilah Garcia indicated that this agreement is slightly different and has been in place for over a year. NCRTD has 5 routes in Santa Fe and multiple buses are located at two different parking spots. One is at All Aboard America and the other at NMDOT and agreements are in place with them.

It has been difficult to juggle the buses and there is limited parking in the two areas (4 spaces in All Aboard America and 2 in NMDOT). The NMDOT is a benefit that allows the Mountain Trails buses to always pull out on time.

Ms. Valério left at 9:53.

The agreement with the City of Santa Fe allows them to have up to eight buses within their fenced and gated parking facility and an ID is required to get in. Staff is looking at having the buses all at one general location. This is a two-year agreement.

Mr. Campos moved to approve the MOA with Santa Fe as presented, seconded by Councilor Romero-Wirth.

Councilor Maggiore noted language on the agenda item page that incorrectly identifies the attachment as being for Taos County instead of the City of Santa Fe.

Mr. Mortillaro added the employees also will have access to the facilities and a break room in the City of Santa Fe Transit Facility which they currently do not have at other facilities. He acknowledged his appreciation for the assistance of Manager Thomas Martinez and Keith Wilson with the City.

The motion to approve the MOA with the City of Santa Fe passed by a majority (13-0) roll call vote with Pueblo Ohkay Owingeh, Rio Arriba County, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, City of Española, Town of Edgewood, Los Alamos County, Pueblo of Nambe, Santa Clara Pueblo, and Village of Chama voting in favor and none against. Tesuque Pueblo abstained. Pueblo of San Ildefonso was not present for the vote.

I. Discussion and Consideration of Resolution 2018-24 Authorizing the NCRTD Staff to Apply for Federal Funding through the FFY 2018 5339) b_ Bus and Bus Facilities Infrastructure investment for Construction of a Maintenance Facility, Vehicle Wash Bay, and Fueling Station.

Mr. Mortillaro explained this is an effort to secure additional gap funding for the maintenance facility. He asked Ms. McGuire to present the information on the grant program.
Ms. McGuire explained the cost for the construction for the maintenance facility is approximately $6 million and they were awarded $3.6 million from the program last year. NCRTD’s commitment is $900,000 local match and leaves $1.6 million gap of $1.2 million federally and $320,000 local NCRTD match.

She indicated an error of August 6 on the application date under Recommended Action should have been the earlier State deadline of July 20 and that has been submitted, but Staff seeks approval from the Board at this time.

Ms. Van Buren asked if Ms. McGuire had also submitted the 5311 application and she was told not yet.

Councilor Maggiore moved to approve Resolution 2018-24 to apply for Federal funding as presented. Councilor Salazar seconded the motion and the motion passed by majority (13-0) roll call vote with the Pueblo of Nambe, Pueblo of Ohkay Owingeh, Rio Arriba County, City of Santa Fe, Santa Fe County, Town of Taos, Taos County, Pueblo of Tesuque, Village of Chama, Town of Edgewood, City of Española, and Los Alamos County voting in favor and none against. San Ildefonso Pueblo was not present for the vote.

DISCUSSION ITEMS

J. Review of June 2018 Financial Summary

Mr. Ordoñez explained the financial summary report is for 12 months for the Fiscal Year ending June 30, 2018 and the expenses and revenues reported represent 100% of the budget, but the numbers are not final. The final numbers for the GRT’s are still unknown but are not anticipated to change drastically.

Total Revenue expected is $11,638,755 vs. $10,872,205 in Expenses. The district is expecting $766,550 more in revenues than what has been spent.

Mr. Ordoñez provided a detailed review:

Page 76 provides the current year Actual Revenues: $11,638,755 / $1,382,000 less than budgeted / $48,000 less than 2017, but higher than expected. Expenses: $10,872,205 / $2,149,000 less than budgeted / $165,000 less than the prior year. The net is a positive $766,000 difference.

Page 77 shows the Revenues by Category: Federal grants were less than anticipated because capital expenses were not incurred, and bus purchases did not materialize prior to the report. The expectation was to use $1,123,000 for research and that will not be used and instead, there will be an increase in fund balance of $766,000. GRT Revenue for the fiscal year: is $7,979,689 / $757,139 (10% more than budgeted) and 33% more than the prior year.

Revenue by county starts on page 80: Los Alamos – $1,671,297 / $316, 297 more than budgeted / $353,000 over the prior year. Rio Arriba County - $512,225 / $62,775 less than
budgeted but consistent with prior year. Santa Fe County - $4,883,409 / $483,409 more than budgeted / $330,817 more than prior year. Taos County - $912,758 / $37,026 less than the prior fiscal year.

Grant Revenues projected is $2,633,032 / $793,734 less than budgeted / $292,000 more than the prior year. The difference is capital projects that did not occur, and contractual services linked to those.

Expenses by Category starts on page 85. Total Expenses - $10,872,205 / $2,149 512 less than budgeted / $1,220,000 than prior year. This due to decrease in salaries and benefits due to turnover and decrease in office supplies and contractual services linked to the capital expenses.

Page 86 shows Expenses by month and category 6/30/2018 year ending breakdown: Administrative Expenses = 13% or $1,390,181 of all expenses incurred or spent. Operating Expenses = 81% or $8,844,180. Capital Expenses = 6% or $637,134

Mr. Ordoñez stood for questions.

Councilor Maggiore asked (on page 87 of Administrative Expense Detail) why so much was budgeted for June.

Mr. Ordoñez explained they usually get the buses at the end of the year and approval to order the buses is in September, but they did not get as many buses as they had hoped.

K. Finance Subcommittee Report

Mr. Mortillaro noted the meeting was canceled last month due to members attending a national conference. A meeting is scheduled in August which will have the audit entrance conference and the July meeting review items.

L. Tribal Subcommittee Report

Gov. Dorame said he did not attend the meeting.

Ms. McGuire reported discussions on the allocations from the TPP formula funding and the next round of TPP discretionary funding and opportunities to open some capital purchases. The subcommittee wants to talk to representatives about the opportunities. Also they are considering augmenting TAP funding and further their ADA compliance at bus stops.

The next tentative meeting date is being considered for October 18th or 25th and Okay Owinge is the confirmed host.

Ms. Van Buren noted a conflict to meet on the 25th of October.

The decision was made to meet 18 October and Ms. McGuire will send follow-up information.
M. Executive Report and Comments from the Executive Director

1) Executive Report for July 2018

Mr. Mortillaro asked Mr. Ordoñez to give an update on the new audit firm selected.

Mr. Ordoñez announced Axiom CPA in Albuquerque was selected for the 2018 audit and is well known. They have met several times and the experience was positive. The firm is very responsive and accommodating and has acknowledged that the expectations of the NCRTD are realistic.

Axiom will conduct the risk assessment remotely starting Monday. They will then meet with the Finance Subcommittee at an audit entrance conference and explain how they would like to conduct the audit and give findings from the preliminary audit, as well as ask about their staff and staff qualifications.

Axiom will return August 6 to review their testing and do the Single Audit testing, looking at the federal grants and federal funds and whether they were spent on the approved items. The full audit with financial statements is expected by October 15 and will allow about two and a half months to submit the CAFR for review and then present to the Board in the November meeting.

Mr. Mortillaro announced at the conclusion of the October Board meeting they anticipate the State Attorney General’s Office will conduct Government Conduct Act Compliance training. The information will be sent to other local jurisdictions to attend once Mr. Dwyer has confirmation.

Mr. Dwyer reminded the Board of his mention previously of a ballot question that would create an agency to enforce the Governmental Conduct Act. The Act has been in place for years and contains ethical requirements for all public servants and elected officials, but it has no enforcement. If the ballot question passes in November, there would be enforcement.

He thought October would be a good time to update the Board on the Act and the regulations and to put in place a code of conduct explaining the ethical constraints of working and being an elected official of NCRTD or a government organization.

Mr. Dwyer plans to have that in October and about six months ago the Attorney General agreed to do the training if they invited other members and public entities to the training to be efficient. There are additional constraints because RTD accepts State funds that he will also try to address. None of the training should be a big surprise but is worth knowing.

Mr. Mortillaro noted his meeting with the Mayor and Village manager of Village of Taos Ski Valley who are interested in summer service to the Village. Staff shared the process and that they would have their County representative submit a letter to the Board for Staff review and then bringing the request to the Board.

Ms. McGuire will work with Commissioner Fambro on the letter, but they do not anticipate
much happening now, but would probably align well with 2020 budget discussions and the 5-year Service Plan.

He noted the Board has the 2019 budget book they had adopted, and it was on line as well.

Mr. Mortillaro informed the Board of Edgewood’s Run, Rally and Rock event this weekend and RTD would have a bus in the event.

Mr. Nagle added they would be participating in the Taos Touch a Truck and have a bus in the parade.

2) Paratransit Performance Measures, June 2018

Ms. Delilah Garcia shared the report increases and decreases:

Page 103 has Ridership for Demand Routes with 800 total; which is a decrease because kids were out of school for the summer, but in Fiscal Year 2017-2018 there were 2000 trips more than the previous fiscal year.

Page 104 reports the ADA Paratransit Trips that increased in June at 406 total trips from the previous month but decreased about 30 for the overall fiscal year.

Page 105 has Demand and ADA Operational Costs Fiscal Year 2018 – Total Operations = $338,462; Demand Operations = $23,591 and Paratransit Costs = $12,031.

Page 106 gives the Operational Costs Per Vehicle Mile increased paratransit per passenger trip = $29.23; Page 108 shows 168 cancellations; 66 late cancellations and 26 no-shows. They were early 45.67%; on time 50.21% and late 4.11%. The average trip per client was almost 17 minutes at an average of 5.9 miles.

No commendations, no complaints and no incidents were reported in June.

3) Performance Measures for June 2018

For Fixed Route Performance: Page 115 shows Overall trips = 23,730, a slight decrease from May and slightly above 2017. They increased over 5,000 passenger trips from fiscal year 2017. Page 116 reports Administrative = $159,211; Operating = $338,461; Total Expenditures = almost $500,000.

Operational cost per mile $3.09, slightly above May and per passenger trip at $14.32. Page 119 shows the Spare ratio = 37 vehicles operated during peak service with 17 spares. Average fleet age in miles = 80,333 on Page 120. On time Preventative Maintenance Inspections = 99% completed. Page 122 reported 2 minor and no major accidents. There were no commendations; no complaints and incidents are listed on page 125.

Mr. Mortillaro said security services have been budgeted for Fiscal Year 2019 and the contract
is being finalized. The pilot program will put security personnel on buses on various routes and days about 15 times a month.

4) **Ridership Report for June 2018** Included above.

**MATTERS FROM THE BOARD**

Ms. Van Buren reported that Ohkay Owingeh was selected for an FTA audit review next week.

Mr. Mortillaro added NCRTD will undergo a biennial technical review from the NMDOT in September.

Chama Days weekend will be September 8-9 etc. with a rodeo, a parade and a special dinner train. Everyone was invited.

**MISCELLANEOUS**

There was none.

**ADJOURNMENT**

The meeting was adjourned at 10:32 a.m. on motion by Councilor Maggiore and second by Councilor Salazar.

Approved by:

Daniel R. Barrone, Chair

Attest:

Dennis Tim Salazar, Secretary

Submitted by:

Carl Boaz for Carl G. Boaz, Inc.

**NEXT BOARD MEETING: September 7, 2018 at 9:00 a.m.**
Title: Discussion and Consideration of Award of Contract for Bus Shelters

Prepared By: Delilah Garcia, Operations Director & Hector Ordoñez, Finance Director

Summary: Due to recent acquisitions, route expansions, and the continuation of the Americans with Disability (ADA) bus shelter compliance project, on June 22, 2018 the North Central Regional Transit District issued Request for Proposal (RFP) 2018-004 for the Design, Manufacturing, and delivery of Bus Shelters. The RFP called for a minimum of 10 and maximum of 100 bus shelters to be purchased over a four (4) year term. All of the proposals needed to be submitted by July 23, 2018 to be evaluated by the internal Evaluation Committee. The Evaluation Committee using the weighted criteria outlined in the RFP completed its review of the proposals on August 7, 2018 and found Tolar Manufacturing’s proposal to be both (1) responsive and (2) responsible. Tolar Manufacturing was notified on August 8, 2018 that their proposal received the highest score of proposals received and that the District’s intends to award the contract pending Board approval.

Background: The District’s procurement policy establishes that for any contract or purchase of a $100,000 or more, approval by the District Board is needed prior to execution of the final contract. The District is expecting to purchase between 10-100 bus shelters over a 4-year period; the average cost per non-advertising bus shelter with solar lighting and bench is $14,420.00 therefore we expect the eventual purchases on the contract to go over the $100,000 threshold. Included in the Board packet is the draft Contract for the Boards Review. If approved by the Board, the staff will post its intent to award the contract and a protest notice on the District’s website.

Recommended Action: It is recommended that the Board move to Award Tolar Manufacturing the Contract for the Design and Manufacturing of the District’s Bus Shelters pending approval of the contract form by New Mexico Department of Transportation and any potential bid protests. The staff requests authorization to make such formal amendments to the contract language as NMDOT may require in order to ensure compliance with applicable federal contracting requirements for expenditures involving federal grant money.

Options/Alternatives:
• Take no action, and jeopardize the loss of funding from the Federal TAP program and have unstandardized bus shelters throughout the service area; or
• Adopt the resolution

**Fiscal Impact:** The District Budgeted $80,000 this fiscal year, the number of bus shelters expected to be purchased is up to 100 but can’t exceed the aggregate amount of $1,735,975 over the four-year term of the agreement.

**Attachments:**
• Bus Shelter Design & Manufacturing Contract
AGREEMENT

BETWEEN CONTRACTOR, AND

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

This agreement (“Agreement”) is entered into as of the 1st day of October 2018, by and between Tolar Manufacturing Company, Inc., (“Contractor”) and the North Central Regional Transit District (“NCRTD”).

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

WHEREAS, the NCRTD wishes to retain Contractor to perform the work described below; and,

WHEREAS, the NCRTD has adopted its own procurement code pursuant to the powers and authority granted to it under the Regional Transit NCRTD Act; and

NOW THEREFORE: in consideration of the mutual agreements of the parties herein and for other good and valuable consideration the receipt of which is hereby acknowledged the parties to this Agreement agree as follows:

1. SCOPE OF WORK
The Contractor shall provide the following goods and services to the NCRTD. All services listed below shall be inclusive of work, work product and shall be interpreted consistent with any solicitation or procurement documents promulgated by the NCRTD:

The design, fabrication, and delivery of a minimum of 10 up to a maximum of 100 bus shelters to be purchased over a four (4) year term.

2. STANDARD OF PERFORMANCE; LICENSES
A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to 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.
3. COMPENSATION

A. The NCRTD shall pay to the Contractor an amount not to exceed the unit prices listed in the Cost Proposal submitted by Contractor and attached hereto as Exhibit A nor the aggregate amount of $1,735,975.00 exclusive of NMGRT for goods and services referred to above. Pricing for the goods purchased shall be and remain as set forth in the Cost Proposal. In addition to the costs set forth in the Cost Proposal the District may elect to make payments for additional Advertisement facilities on some of the shelters at a price to be agreed upon by the parties.

B. Payment shall be made upon receipt from the Contractor of statements. All statements shall contain a detailed report of work performed, products delivered, and expenses incurred. Prepayment by public entities is generally not permitted under New Mexico law. Therefore, the delivery of goods and service and timely billing thereafter is a condition precedent to any payment by NCRTD to Contractor.

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

D. Contractor agrees to Refund to the NCRTD, 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. APPROPRIATIONS

The terms of this Agreement are 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. By executing this Agreement, the NCRTD represents that it will make good faith efforts to ensure that sufficient money is budgeted and appropriated to make the payments that may become due for the work performed under this Agreement. However, by signing this Agreement Contractor hereby acknowledges and agrees that NCRTD is not responsible for ensuring that budgeted amounts will be appropriated sufficient to pay any amendment, extension, or other charges beyond those set forth in Section 3 above.
5. **TERM AND EFFECTIVE DATE**
This agreement shall not become effective until approved by the North Central Regional Transit NCRTD. This Agreement shall terminate October 1, 2022 unless terminated (pursuant to paragraph 6 below) or extended by mutual written agreement of the parties.

6. **TERMINATION**
A. This Agreement may be terminated by the NCRTD for its convenience upon ten (10) days’ written notice. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of NCRTD. Contractor shall render a final statement of the goods and services performed and delivered to the date of termination and shall turn over to NCRTD originals of all materials prepared pursuant to this Agreement.

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

   (2) If compensation is not based upon hourly rates for services rendered, the NCRTD shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

   (3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date of termination.

7. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**
A. The Contractor and its agents and employees are independent contractors performing professional services for the NCRTD and are not employees of the NCRTD. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of NCRTD vehicles, or any other benefits afforded to employees of the NCRTD as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. Contractor is not an agent or employee of NCRTD and will not be considered an employee of
NCRTD for any purpose. Contractor, its agents or employees shall make no representation that they are NCRTD 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 NCRTD’s name or logo.

D. Contractor shall have no authority to bind NCRTD to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the NCRTD 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 NCRTD 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.

8. CONFIDENTIALITY
A. 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 NCRTD, except as otherwise provided by law. Notwithstanding the preceding agreement to keep materials confidential the Contractor hereby acknowledges and agrees that the NCRTD may provide copies of any and all documents required to be made available for inspection and copying pursuant to the New Mexico Inspection of Public Records Act. Contractor is not required to provide NCRTD with any documents that are not work product or are not otherwise required in order to perform the scope of work or to comply with state and federal laws. Nothing herein shall be deemed to waive any claim of confidentiality by NCRTD or Contractor nor to compel production of documents or information other than as required by this Agreement or by law.

B. Some documents may be subject to the requirements of the Privacy Act of 1974, 5 U.S.C. §552a. The Contractor agrees that it will at all times comply and assist the NCRTD in compliance with that law.

9. CONFLICT OF INTEREST
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, (NMSA 1978, Sections 10-16-1 through 10-16-18), regarding contracting with a public
officer, NCRTD employee or former NCRTD employee have been followed.

10. ASSIGNMENT; SUBCONTRACTING
The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the NCRTD. Contractor acknowledges that the NCRTD is a SUBGRANTEE under Exhibit B and is expressly bound to seek DEPARTMENT approval of any subcontracts under that agreement. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the NCRTD. Contractor agrees that its principle officers and employees are to perform the scope of work under this agreement and that it will not unreasonably delegate work to subordinates.

11. RELEASE
The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the NCRTD, 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 NCRTD to any obligation not assumed herein by the NCRTD unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE
Contractor shall obtain and maintain at its own expense adequate insurance at all times during its performance of this Agreement.
A. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars ($1,000,000) per occurrence.
B. General Liability Insurance shall be in the amount of $1,000,000 combined single limit and per occurrence shall name the NCRTD as an additional insured, and shall provide that the NCRTD will be notified no less than thirty (30) days in advance of cancellation;
C. The NCRTD retains the right to require that Contractor obtain or provide proof of insurance, certificates of insurance, riders or addenda including documents listing NCRTD as an additional named insured if, in the NCRTD’s opinion, the Contractor’s work creates a risk or liability for the NCRTD that can be covered and insured without excessive cost or expense to the Contractor.
D. Waiver of insurance requirements may only be performed in writing by the NCRTD’s
Executive Director and only if s/he is satisfied that the waiver will not result in substantial or unreasonable liability for the NCRTD.

13. INDEMNIFICATION
Contractor agrees to indemnify NCRTD to the extent permitted by law for the Contractors acts and omissions under this Agreement and for such other liabilities as may be incurred by the NCRTD due to the Contractor’s performance or failure to perform the services set forth in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT
Any liability incurred by the North Central Regional Transit NCRTD in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The NCRTD and its “employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES
A. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the NCRTD and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.
B. In compliance with the requirements set forth in Exhibit B the Contractor acknowledges and agrees to the following:
   “The DEPARTMENT and SUBGRANTEE acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the AGREEMENT, absent the express written consent by the Federal government, the Federal government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the DEPARTMENT, SUBGRANTEE, or any other party (whether or not a party to the AGREEMENT) pertaining to any matter resulting from the AGREEMENT.”

16. RECORDS AND AUDIT
A. The Contractor shall maintain, throughout the term of this Agreement and for a 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 NCRTD all records, books of account, memoranda, and other
documents pertaining to NCRTD at any reasonable time upon request. These records shall be
subject to inspection by the NCRTD, the Department of Finance and Administration, and the
State Auditor. The NCRTD shall have the right to audit the billing both before and after
payment. Payment under this Agreement shall not foreclose the right of the NCRTD to recover
excessive illegal payments.

B. Contractor acknowledges and agrees to maintain all records for a period in excess for five (5)
years from the date of the last expenditure report submitted to the Federal government under
Exhibit B in order to ensure the NCRTD can comply with the requirements under that
agreement.

C. Contractor agrees to affirmatively disclose threatened or pending litigation with its current and
former customers.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE
Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances,
rules and regulations of the City of Santa Fe. 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.

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

19. SCOPE OF AGREEMENT
This Agreement incorporates all the agreements, covenants, and understandings between the parties
hereto concerning the services to be performed hereunder, and all such agreements, covenants and
understandings have been merged into this Agreement. This Agreement expresses the entire
Agreement and understanding between the parties with respect to said services. No prior agreement
or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable
unless embodied in this Agreement.
20. 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.

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. 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. Notices may also be provided by electronic transmissions such as facsimiles or e-mails. However, the burden of proof to establish that notice was received shall be on the party electing to utilize electronic transmissions of notifications. Notice under this Agreement shall be deemed given on the day personally delivered or three (3) days after deposit in the United States Mail, first class postage pre-paid, or on the date received if sent by electronic mail. Notices by regular mail shall be sent to a party at the address set forth below:

North Central Regional Transit District: Contractor:
Executive Director
1327 N. Riverside Drive
Española, NM 87532
Scott Williams
Business Development Manager
Tolar Manufacturing Corporation, Inc.
258 Mariah Circle
Corona, CA 92879-1751

An address may be changed by notification to the other party in writing delivered as specified for notices hereunder. Unless such notice is made, a party is entitled to rely on the address stated above.
23. **REPORTING REQUIREMENTS**
Contractor agrees to provide all information required pursuant to this agreement including but not limited to
A. Disadvantaged Business Enterprise (DBE) Certification information. Contractor shall provide all the information required to assist the NCRTD or the State of New Mexico regarding DBE compliance including the certification form or a declaration by the Contractor that it is not a DBE.
B. Any time the Agreement calls for the provision of information that is electronic in nature and usable by the NCRTD as part of its Graphic Information Systems (GIS), Contractor shall provide the data in a form and format that will facilitate the NCRTD's use of the data in its GIS maps and systems.
C. In addition to any bound and unbound copies of reports the Contractor shall be required to deliver at least one electronic copy of all deliverables in an editable format and one copy in a pdf format.

24. **COMPLIANCE WITH FEDERAL RESTRICTIONS**
The Contractor acknowledges and agrees that contracts such as this Agreement which are funded with, or implicate federal laws, grant requirements and restrictions are subject to state and federal requirements and compliance above and beyond the express terms set forth in this Agreement and that Contractor has made independent inquiry and satisfied itself that it may perform the work required under this Agreement while, at all times, maintaining compliance with said restrictions.
Express requirements and restrictions include but are not limited to:
A. All requirements of 49 U.S.C. §5304 whether express or implied;
B. Federal Funds received by the NCRTD shall be used solely for activities described in the Scope of Work as set forth in Exhibit B.
C. Federal Funds shall only be allocated for payment of eligible costs as set forth in Exhibit B and as detailed in the Office of Management and Budget Circulars: A-87, A-102, A-133 and Executive Order 12372.

Energy Conservation Requirements
**42 U.S.C. 6321 et seq.**
**49 CFR Part 18**
Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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**Clean Water Requirements**

**33 U.S.C. 1251**

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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**Lobbying**

**31 U.S.C. 1352**

**49 CFR Part 19**

**49 CFR Part 20**

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Transportation Management & Design Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

__________________________ Signature of Contractor's Authorized Official

__________________________ Name and Title of Contractor's Authorized Official

__________________________ Date
Access to Records and Reports

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Sources of Authority

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

Federal Changes

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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No Government Obligation to Third Parties

**No Obligation by the Federal Government.**

1. The Purchaser and Contractor 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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Program Fraud and False or Fraudulent Statements and Related Acts

**31 U.S.C. 3801 et seq.**

**49 CFR Part 31 18 U.S.C. 1001**

**49 U.S.C. 5307**

**Program Fraud and False or Fraudulent Statements or Related Acts.**

1. The Contractor acknowledges 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 Project. Upon execution of the underlying contract, the Contractor certifies or affirms 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 Contractor 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 Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes 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 Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees 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.

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Termination

**49 U.S.C. Part 18**

FTA Circular 4220.1E

a. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's
interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

b. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

---

Government-Wide Debarment and Suspension (Non-procurement)

**49 CFR Part 29**

**Executive Order 12549**

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by NCRTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to NCRTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
Civil Rights Requirements

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
Breaches and Dispute Resolution

49 CFR Part 18
FTA Circular 4220.1E

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights in Data

37 CFR Part 401
49 CFR Parts 18 and 19

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes
graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

   a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

   b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

      1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

      2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

   c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

   d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or
right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
Disadvantaged Business Enterprise (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 0%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NCRTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the NCRTD. In addition, the contractor may not hold retainage from its subcontractors. The contractor must promptly notify NCRTD, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of NCRTD.

Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. 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 Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NCRTD requests which would cause NCRTD to be in violation of the FTA terms and conditions.

Davis-Bacon Act

Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 - 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and
Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**Buy America**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. (Braun's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access. El Dorado’s conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access.)

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

**CONTRACTOR**

________________________________________
By:

Title: _________________________________
Date: ________________________________

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT:**

________________________________________
Anthony Mortillaro,
Executive Director

Date: ________________________________

Approved as to form:

________________________________________Peter Dwyer, Counsel
Title: Discussion and Consideration of Contract Award for the Americans with Disabilities Act Transition Plan Update and Engineering Services for Phase V through Transportation Alternatives Program (TAP)

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

Summary: Thus far, NCRTD has been awarded a total of $1,632,500 in TAP funds for planning, design, construction, construction management and equipment to improve bus stops to be Americans with Disabilities Act (ADA)-compliant. It is estimated that there will be over $2.5 million in total improvements necessary to improve (to the extent feasible) all bus stops and public-facing (building areas open to general public) transit facilities to be ADA-compliant within NCRTD’s service area.

NCRTD was awarded $1.02 million in FFY18 and FFY19 to update its ADA Transition Plan and to ultimately construct ADA-improvements at bus stops and public-facing transit facilities based on the prioritization outlined within the updated Plan itself. Since the original ADA Transition Plan creation in 2015, NCRTD has consolidated with the Town of Taos Chile Line, and, through this process, has “inherited” bus stops and public-facing transit facilities. The bus stops and public-facing transit facilities in Taos, along with any additional bus stops or public-facing facilities not included in the first Plan, will be assessed for ADA compliance and will be included in the update to the Plan and its prioritization for construction.

NCRTD entered into an on-call engineering contract with Wilson & Company in 2016, with the intent to utilize their services for a variety of projects on an on-call basis at NCRTD’s request. At this time, NCRTD is considering issuing two tasks orders under this existing on-call engineering contract. The two task orders are for TAP Phase V. If issued Wilson will perform the update to the existing ADA Transition Plan (including but not limited to a systemwide assessment of all bus stops and public-facing transit facilities for ADA-compliance), and also will design/engineer the construction plans for the bus stops and public-facing transit facilities that are identified for ADA improvements to be constructed in FFY19.
NMDOT was provided both task orders to review and provide feedback and the District has received no comments or objections.

**Background:** In May 2015, the Board approved NCRTD’s first ADA Transition Plan, which was completed by Wilson & Company. The original Plan creation was the result of a two-part RFQ-RFP process in which the selected Contractor was assessed based on qualifications and its submitted proposal (among other factors). The resulting ADA Transition Plan provided an assessment of all bus stops in the NCRTD system at that time, and prioritized bus stops to be improved to ADA-compliance. Subsequent Project phases resulted in additional planning, design, engineering, construction and construction management (Phase VI will also include capital purchase).

Refer to the table below for TAP awards and project types identified to date:

<table>
<thead>
<tr>
<th>Award Year</th>
<th>$ Amount</th>
<th>Project Type</th>
<th>Phase</th>
<th>Comment</th>
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</thead>
<tbody>
<tr>
<td>2014</td>
<td>87,500</td>
<td>Planning, Design and Engineering</td>
<td>I</td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td>165,000</td>
<td>Construction, Construction Management</td>
<td>II</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>360,000</td>
<td>Design, Engineering, Construction, Construction Management</td>
<td>III &amp; IV</td>
<td>Approx. $71k unused; funds to be used toward future phases as allowed through contract</td>
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<tr>
<td>2018</td>
<td>120,000</td>
<td>Planning, Design and Engineering</td>
<td>V</td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td>900,000</td>
<td>Construction, Construction Management, Capital</td>
<td>VI</td>
<td></td>
</tr>
</tbody>
</table>

**Recommended Action:** It is recommended that the Board approve the tasks orders outlined herein to be issued to Wilson & Company as a part of the current on-call engineering contract to perform an update to the existing ADA Transition Plan as well as all tasks up to and including: 1.) the Plan, Specification and Estimate (PS&E) process, 2.) construction contractor selection and 3.) pre-construction meeting.

**Options/Alternatives:** To not approve the Staff recommended task orders 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:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Estimate (not inclusive of GRT)</th>
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<tbody>
<tr>
<td>Task 2018-006</td>
<td>$24,068.71 (Not to Exceed)</td>
</tr>
<tr>
<td>Task 2018-007</td>
<td>$127,746.18 (Not to Exceed)</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$151,814.89</strong> (Not to Exceed)</td>
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<td>20% project budget contingency</td>
<td>$30,362.98 (Not to Exceed)</td>
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<tr>
<td><strong>Phase V Project Total with Contingency</strong></td>
<td><strong>$182,177.87</strong> (Not to Exceed)</td>
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For FFY18 and FFY19, NCRTD was awarded $1.02 million through TAP to continue its ADA improvements to bus stops and public-facing transit facilities. For FFY18, $120,000 was allocated for the update to the ADA Transition Plan as well as environmental testing and PS&E. For FFY19, $900,000 is allocated for construction, construction management and capital purchase.

Approximately $71,000 (85.44% Fed/14.56% Local) in FFY16 funds remain unused and have been amended through contract to be available for future use for ADA improvements. In the event that Phase V exceeds the $120,000 cost estimated, the unused FFY16 funds would be utilized.

**Attachments:**
- Wilson & Company Fee Proposal
- NCRTD Task Order #2018-006- Planning
- NCRTD Task Order #2018-007- Engineering and Design
May 2, 2018

Ms. Stacey McGuire
Planning, Projects & Grants Manager
NCRTD
1327 N. Riverside Drive
Espanola, New Mexico 87532

Re: Fee Proposal for ADA Transition Plan Update

Dear Ms. McGuire:

Wilson & Company, Engineers & Architects, Inc. (Wilson & Company) is pleased to submit this fee proposal for the ADA Transition Plan Update.

The project scope is understood to be one review meeting as well as ongoing coordination with NCRTD. Field reviews of approximately 150 recently acquired NCRTD stops in Espanola, Taos, Santa Fe, Chama and Tierra Amarilla. We will also update the ADA Transition Plan with the new stops and prioritize the improvements for the transit stops based on ADA. GIS data will also be delivered to NCRTD for inclusion in their database.

The proposed fee for this work is $24,068.71 excluding NMGRT. Attached is a man-hour breakdown for the construction services. Should you have any questions regarding this fee estimate, please do not hesitate to contact us.

Sincerely,

Conrad Ley, P.E.

Attachments: Fee Breakout

cc: Ben Bachwirtz Wilson & Company (via email)
    Hector Ordonez NCRTD (via email)
### Fee Proposal NCRTD ADA Transition Plan Update

**CLIENT:** North Central Regional Transit District  
**PROJECT NUMBER:**  
**CONTROL NUMBER:**  
**PREPARED BY:** Conrad Ley  
**PHONE:** 505-348-4133  
**FAX:** 505-348-4055  
**EMAIL:** conrad.ley@wilsonco.com

<table>
<thead>
<tr>
<th>WORK CLASSIFICATION</th>
<th>DIRECT LABOR</th>
<th>OVERHEAD</th>
<th>FEE</th>
<th>FULLY LOADED RATE</th>
<th>MAN HOURS</th>
<th>PROJECTED COST</th>
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<tbody>
<tr>
<td>P6 Project Manager</td>
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<td>PD3 CADD Designer</td>
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**SUM =** $23,579.96

**DIRECT EXPENSES**

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<tr>
<td>Mileage</td>
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<tr>
<td>Printing and Plotting</td>
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<tr>
<td>CADD Charges</td>
<td>per hour $10.00</td>
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**SUM =** $488.75

**SUBTOTAL =** $24,068.71

**NMGRT (7.5%) =** $1,805.15

**GRAND TOTAL =** $25,873.86
## Fee Proposal NCRTD ADA Transition Plan Update

<table>
<thead>
<tr>
<th>TASK #</th>
<th>WORK TASK</th>
<th>Project Manager</th>
<th>Sr CADD Designer</th>
<th>Staff Engineer</th>
<th>Summary by Task</th>
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<tbody>
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<td>1</td>
<td>Meetings, Reviews, Coordination</td>
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<td>0</td>
<td>24</td>
<td>48</td>
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<tr>
<td>2</td>
<td>Field Review/Site Visits</td>
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<td>3</td>
<td>Transition Plan Update</td>
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<td>Subtotal</td>
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<td>12</td>
<td>156</td>
<td>212</td>
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</table>

| Project Total by Class | 44 | 12 | 156 | 212 |
July 3, 2018

Ms. Stacey McGuire
Planning, Projects & Grants Manager
NCRTD
1327 N. Riverside Drive
Espanola, New Mexico 87532

Re: Fee Proposal for Design Services on 4th Phase of NCRTD Stops Improvements Project

Dear Ms. McGuire:

Wilson & Company, Engineers & Architects, Inc. (Wilson & Company) is pleased to submit this fee proposal for the 4th phase of the NCRTD Stop Improvement Project.

The project scope is understood to be the design development of 8-16 transit stops within Taos, NM. The project oversight will be by the NMDOT Transit and Rail Department with NMDOT District 5 concurrence. We have established 4 basic task including a kickoff meeting, three review meetings (60%, 90% & PS&E, plan development of the selected stops, and quality assurance / quality control checks on the plan development. We have assumed that the survey can be completed within a week and there will be no ROW acquisition. We will work with Taos County and the NMDOT to establish the existing ROW. The level of environmental effort is unknown at this time but has been assumed to be one programmatic CE with an amount not to exceed $25,000. Geotechnical and subsurface utility exploration services have also been included for an amount not to exceed $10,000.

The proposed fee for this work is $127,746.18 excluding NMGRT. Attached is a man-hour breakdown for the design services. Should you have any questions regarding this fee estimate, please do not hesitate to contact us.

Sincerely,

Conrad Ley, P.E.

Attachments: Fee Breakout

cc: Ben Aragon Wilson & Company (via email)
## Fee Proposal NCRTD ADA Transition Plan Phase IV

**CLIENT:** NCRTD  
**PROJECT NUMBER:**  
**CONTROL NUMBER:**  
**PREPARED BY:** Conrad Ley  
**PHONE:** 505-348-4133  
**EMAIL:** Conrad.ley@wilsonco.com

### WORK CLASSIFICATION

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<th>WORK CLASSIFICATION</th>
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**SUM = $56,524.18**

### SUBCONSULTANTS

- NV5 (Marron & Associates): $25,000.00  
- Survey: $35,000.00  
- Cobb Fendley / AMEC: $10,000.00  

**SUM = $70,000.00**

### DIRECT EXPENSES

- Mileage per mile: estimated mileage = 1800, $0.540 per mile = $972.00  
- Printing and Plotting per set: estimated sheets= 250, $1.000 = $250.00

**SUM = $1,222.00**

**Total Cost $127,746.18**
## Fee Proposal NCRTD ADA Transition Plan Phase IV

### Task Project Summary

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**Project Total by Class**: 124 204 124 452  

$56,524.16
Task Title: NCRTD Phase V ADA Transition Plan Update (Project) 1 of 2 - Planning

*DISTRICT REQUESTOR TELEPHONE: 505-629-4701

CONTACT: Stacey McGuire, Transit Planning, Projects & Grants Manager – Project Manager Hector Ordoñez, Finance Director – Chief Procurement Officer

*ATTACHMENTS: Cost Estimate dated May 2, 2018

*COMMENCE WORK DATE: September 7, 2018

*REQUESTED COMPLETION DATE: November 9, 2018

*SCOPE OF WORK REQUESTED:

- Perform systemwide bus stop and facility assessment to update 2015 ADA Transition Plan to include any and all bus stops and public-facing transit facilities that were not captured in the original 2015 ADA Transition Plan.
- Perform Updated Bus Stop Prioritization for ALL NCRTD bus stops and facilities based on updated ADA Transition Plan analysis, overall ridership, ADA ridership, location, existing infrastructure, etc.
- Perform a high-level cost estimate to provide to NCRTD to outline anticipated costs for all ADA-improvements and modifications identified within the update ADA Transition Plan.
- Serve as NCRTD point-of-contact for project with NMDOT Transit & Rail and District Five.
- Provide Project task milestones and supporting documents with each Project invoice submittal.

*DELIVERABLES:

- Update to existing ADA Transition Plan to incorporate assessment of all new bus stops, bus stop facilities and public-facing transit facilities. Provide two (2) bound copies, three (3) unbound copies and one (1) electronic copy of the updated ADA Transition Plan.
- Update to existing Plan to include a revised Stop Prioritization List identifying the next 30 stops for this phase and future phases by November 9, 2018.
- Provide underlying bus stop and facility data to NCRTD in gis/its/multiplatform compatible format.
- Present to NCRTD Board the draft final deliverable of the updated ADA Transition Plan to include background, methodology and process, and the updated Plan itself.

ESTIMATED COST: See attached. Not to exceed $24,068.71 + NM GRT

Estimated cost and delivery approved by the District and authorization to proceed is granted:

_________________________________ Date: ______________

Anthony J. Mortillaro, Executive Director
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**Task Order Form**

**North Central Regional Transit District (NCRTD)**

Wilson & Company Engineers and Architects  
**Task Order: 2018-007**

**Task Title:** NCRTD Phase V ADA Transition Plan Update (Project) 2 of 2 - Engineering and Design

**DISTRICT REQUESTOR TELEPHONE:** 505-629-4701

**CONTACT:**  
Stacey McGuire, Transit Planning, Projects & Grants Manager – Project Manager  
Hector Ordoñez, Finance Director – Chief Procurement Officer

**ATTACHMENTS:** Cost Estimate dated July 3, 2018

**COMMENCE WORK DATE:** September 7, 2018

**REQUESTED COMPLETION DATE:** February 8, 2019

**Scope of Work Requested:**
- Design 8-16 transit facilities for ADA-compliant construction:
  - Bus stops are to be designed to include signage, bench, shelter, solar power, and/or trash can, with site-specific amenities to be included in each site design;
  - Public-facing transit administrative facilities are to be designed to be without barriers inhibiting access to public areas.
- Complete all environmental assessment necessary to ensure the 8-16 transit facilities and the surrounding areas are viable on which to construct.
- Obtain all necessary certifications from NMDOT (i.e. Right-of-Way, Environmental, Utility, Railroad, ITS, etc.).
- Serve as NCRTD point-of-contact for project with NMDOT Transit & Rail and District Five up to and including the 30/60/90/PS&E process.
- Put together the complete construction project bid package based on the updated ADA Transition Plan.
- Serve as NCRTD point-of-contact for construction bid related questions.
- Schedule and facilitate Pre-bid Conference with prospective construction bidders and NCRTD
- Schedule and facilitate Pre-construction Conference with the awarded construction Contractor and all appropriate parties.
- Serve as NCRTD point-of-contact with Workforce Solutions for Certified Wage Rates (if necessary).
- Provide Project task milestones and supporting documents with each Project invoice submittal.

**Deliverables:**
- Develop the necessary construction and ROW drawings for the determined number of stops in Phase V based on feedback from 30/60/90/PS&E review with NMDOT staff and certifications. Work with NMDOT to garner construction plan approval.
- Develop Bid Package based on NMDOT’s requirements and NCRTD Procurement Policies coordinating all final contracts with NCRTD legal staff for final approval. Including certified Engineer Estimate with Construction Management and QA cost specified.
- Provide agenda for Pre-bid meeting, facilitate meeting.
- Provide any necessary plan or bid package updates throughout the process.
- Provide letter evaluating bid results and recommending selected contractor. Provide agenda for Pre-construction Meeting and Construction, facilitate meeting.

**Estimated Cost:** See attached. Not to exceed $127,746.18 + NM GRT unless expressly agreed upon in writing between NCRTD and Wilson & Company, and prior to any additional costs being incurred.
Estimated cost and delivery approved by the District and authorization to proceed is granted:

____________________________                                           Date: ______________

Anthony J. Mortillaro, Executive Director

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Title: Discussion and Consideration of Resolution 2018-25 Authorizing NCRTD Staff to Collaborate with the Pueblo de San Ildefonso in Applying for FFY2018 Tribal Transit Program Discretionary Program Funding, to Plan, Design, Construct and Purchase Bus Stop Amenities.

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

Summary: The Federal Transit Administration (FTA) recently came out with its current round of funding through its Tribal Transit Program (TTP) Discretionary program. The program provides funding opportunities for a variety of transit initiatives including new operations, planning and capital.

Background: Annually, FTA provides two funding opportunities specific to Tribal entities and transit: TTP Formula and TTP Discretionary. Formula funds are allocated as a result of NTD reporting, are formula-based, and are employed predominately to fund ongoing transit operations. Eligible projects through the TTP Discretionary source are new transit services, planning for future services and capital purchase. TTP Discretionary awards are entirely subjective and FTA determines the allocation.

Assessment: Bus stop design, construction and purchase of bus stop amenities are eligible projects under TTP Discretionary funding criteria. In the event that TTP Discretionary funds are awarded, upgrades to bus stop amenities- such as benches, shelters, trash cans, solar power and the like- would be constructed at bus stop locations within the Pueblo and in collaboration with the Pueblo. The bus stop locations identified within the Pueblo for which upgrades will be requested through TTP Discretionary are:

- Governor’s Office
- Black Mesa Housing- Tunyo Po loop
- Senior Center
- Visitors Center
The bus stops selected for this grant application submittal were prioritized based on ridership levels in 2018. It is anticipated that the bus stop amenities will include a shelter, bench, solar lighting and a marketing display. The shelters would maintain the branding of NCRTD and would look similar to current shelter design. There would be an opportunity for the Pueblo to work with the NCRTD Marketing to customize/augment the shelters with community-specific artwork.

If awarded, NCRTD and Pueblo de San Ildefonso would work together to enter into a long-term license agreement to demonstrate the shared commitment to ensure the bus stops and the upgraded amenities best fulfill useful life standards. Furthermore, NCRTD would work with the Pueblo to support the drafting of a Tribal Resolution further demonstrating the Pueblo’s commitment to public transit and the collaboration with NCRTD.

FFY2018 TTP Discretionary grant applications are due by September 10, 2018.

**Recommended Action:** Staff recommends collaboration with the Pueblo de San Ildefonso to submit for bus stop amenities through TTP Discretionary funding for the four bus stops identified herein. As Pueblo de San Ildefonso is the eligible applicant (and therefore will be the official submitter) through this particular funding source, it is necessary and beneficial to collaborate on the submittal of an application. NCRTD Staff recommends that the Agency contribute the necessary 10% local match as there is mutual benefit from this project (if funded) to both the Pueblo and NCRTD. The application submittal deadline is September 10, 2018.

**Options/Alternatives:**
- Take no action, (not recommended);
- Direct Staff to collaborate with Pueblo de San Ildefonso to create and submit an application to fund bus stop amenities improvements (recommended);
- Direct Staff to not collaborate with Pueblo de San Ildefonso on an application for Tribal Transit Discretionary funds for bus stop amenities improvements (not recommended).

**Fiscal Impact:** It is anticipated that the bus stop amenities will cost approximately $15,000 per bus stop. In addition to the capital purchase, it is estimated that there could be up to an additional $5,000 per bus stop in cost to support groundwork (including concrete costs), environmental and cultural assessments. Furthermore, $2500 per stop is estimated for surveys and miscellaneous and contingency costs. In total, the planning, design, construction and capital purchase costs for the four bus stops described herein are estimated to be $90,000.

TTP Discretionary program does require a 10% local match. NCRTD, on behalf of its member, Pueblo de San Ildefonso, is committed to providing the 10% local match in the event that TTP Discretionary funds are awarded. The 10% match is estimated to be $9,000.

**Attachments:**
- FFY2018 TTP NOFO (Notice of Funding Opportunity)
- Resolution 2018-25
allows external users to register and gain secure access to SAS functions for initial certification, configuration, and to collaborate with their FAA counterparts in the execution of these functions. There will be extensive use of the External Portal for submittal of electronic documents from certificate holders and applicants. SAS External Portal is now accessible to all users via the internet, regardless of geographical location of the certificate holder or applicant, thus making it easier for applicants and certificate holders to collaborate with the FAA.

Respondents: 300 respondents.
Frequency: On occasion
Estimated Average Burden per Response: 146 hours.
Estimated Total Annual Burden: 43,800 hours.

Issued in Washington, DC, on June 28, 2018.

Barbara Hall,
FAC Information Collection Clearance Officer, IT Enterprises Business Services Division, ASP–110.

For further information contact:
Contact the appropriate FTA Regional Office at http://www.dot.gov for proposal-specific information and issues. For general program information, contact Douglas Moore, Office of Program Management, (202) 366–0876, email: douglas.moore@dot.gov. A TDD is available at 1–800–877–8339 (TDD/ FIRS).

SUPPLEMENTARY INFORMATION:

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A. Program Description
B. Federal Award Information
C. Eligibility Information
D. Application and Submission Information
E. Application Review
F. Federal Award Administration
G. Federal Awarding Agency Contacts
Appendix A: Registering in SAM and Grants.gov

A. Program Description

The Tribal Transit Program is authorized by Federal Transit law 49 U.S.C. 5311(c)(1)(A), as amended by the Fixing America’s Surface Transportation (FAST) Act, Public Law 114–94 (December 4, 2015), contingent on full appropriations. The FAST Act increased the Tribal Transit formula program from $25 million to $30 million and continued the $5 million competitive program authorized under 49 U.S.C. 5311(c)(1). The program authorizes grants “under such terms and conditions as may be established by the Secretary” to Indian tribes for any purpose eligible under FTA’s Formula Grants for Rural Areas Program, 49 U.S.C. 5311. Tribes may apply for this funding directly.

The primary purpose of these competitively selected grants is to support planning, capital, and, in limited circumstances, operating assistance for tribal public transit services. Funds distributed to Indian tribes under the TTP should NOT replace or reduce funds that Indian tribes receive from States through FTA’s Formula Grants for Rural Areas Program. Specific project eligibility under this competitive allocation is described in Section C of this notice.

B. Federal Award Information

Five million dollars is authorized for the Tribal Transit competitive allocation in FY 2018 to projects selected pursuant to the process described in the following sections. Federal awards under this competitive program will be in the form of grants. Additionally, there is a $25,000 cap on planning grant awards, and FTA has the discretion to cap capital and operating awards.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants include federally recognized Indian tribes or Alaska Native villages, groups, or communities as identified by the U.S. Department of the Interior (DOI) Bureau of Indian Affairs (BIA). As evidence of Federal recognition, an Indian tribe may submit a copy of the most up-to-date Federal Register notice published by BIA: Entities Recognized and Eligible to Receive Service from the United States Bureau of Indian Affairs. To be an eligible recipient, an Indian tribe must have the requisite legal, financial and technical capabilities to receive and administer Federal funds under this program. Additionally, applicants must be located and provide service in a rural area with a population of 50,000 or less. A service area can include some portions of urban areas, as long as the tribal transit service begins in and serves rural areas. An applicant must be registered in the System for Award Management (SAM) database and maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by FTA.

2. Cost Sharing or Matching

There is a 90 percent Federal share for projects selected under the TTP competitive program, unless the Indian tribe can demonstrate a financial hardship in its application. FTA is interested in the Indian tribe’s financial commitment to the proposed project, thus the proposal should include a description of the Indian tribe’s financial commitment. Tribes may use any eligible local match under Chapter 53.
3. Eligible Projects

Eligible projects include public transportation planning and capital expenses. Operating projects are eligible in limited circumstances. In FY 2018, FTA will only consider operating assistance requests from tribes without existing transit service, or those tribes who received a TTP formula allocation of less than $20,000.

Public transportation includes regular, continuing shared-ride surface transportation services open to the public or open to a segment of the public defined by age, disability, or low income. FTA will award grants to eligible Indian tribes located in rural areas. Applicants may submit one proposal for each project or one proposal containing multiple projects. Specific types of projects include: Capital projects for start-ups, replacement or expansion needs; operating assistance for start-ups; and planning projects up to $25,000. Indian tribes applying for capital replacement or expansion needs must demonstrate a sustainable source of operating funds for existing or expanded services.

D. Application and Submission Information

1. Address To Request Application Package

A complete proposal submission will consist of at least two files: (1) The SF 424 Mandatory form (downloaded from GRANTS.GOV); and (2) the Tribal Transit supplemental form found on the FTA website at http://www.transit.dot.gov. The Tribal Transit supplemental form provides guidance and a consistent format for applicants to respond to the criteria outlined in this NOFO.

2. Content and Form of Application Submission

(i) Proposal Submission

A complete proposal submission will consist of at least two files: (1) The SF 424 Mandatory form (downloaded from GRANTS.GOV); and (2) the Tribal Transit supplemental form found on the FTA website at http://www.transit.dot.gov. The applicant must place the supplemental form in the attachments section of the SF–424 Mandatory form. Applicants must use the supplemental form designated for TTP and attach the form to their submission in GRANTS.GOV to complete the application process. A proposal submission may include additional supporting documentation as attachments. Within 24 to 48 hours after submitting an electronic application, the applicant should receive three email messages from GRANTS.GOV: (1) Confirmation of successful or unsuccessful transmission to GRANTS.GOV; (2) confirmation of successful validation by GRANTS.GOV; and (3) confirmation of successful validation by FTA. If the applicant does not receive confirmations of successful validation or instead receives a notice of failed validation or incomplete materials, the applicant must address the reason(s) for the failed validation or incomplete materials, as described in the notice, and resubmit the proposal before the submission deadline. If making a resubmission for any reason, the applicant must include all original attachments regardless of which attachments were updated and check the box on the supplemental form indicating this is a resubmission.

Complete instructions on the application process can be found at http://www.transit.dot.gov. Important: FTA urges applicants to submit their project proposals at least 72 hours prior to the due date to allow time to receive the validation message and to correct any problems that may have caused a rejection notification. FTA will not accept submissions after the stated submission deadline. GRANTS.GOV scheduled maintenance and outage times are announced on the GRANTS.GOV website http://www.GRANTS.GOV. The deadline will not be extended due to scheduled maintenance or outages.

Applicants are encouraged to begin the process of registration on the Grants.gov site well in advance of the submission deadline. Registration is a multi-step process which may take several weeks to complete before an application can be submitted. Registered proposers may still be required to take steps to keep their registration up to date before submissions can be made successfully: (1) Registration in the SAM is renewed annually; and (2) persons making submissions on behalf of the Authorized Organization Representative (AOR) must be authorized in Grants.gov by the AOR to make submissions. Instructions on the Grants.gov registration process are provided at https://www.grants.gov/web/grants/applicants.html.

Applicants may submit one proposal for each project or one proposal containing multiple projects. Applicants submitting multiple projects in one proposal must be sure to clearly define each project by completing a supplemental form for each project. Additional supplemental forms must be added within the proposal by clicking the “add project” button in Section II of the supplemental form. Information such as applicant name, Federal amount requested, description of areas served, and other information may be requested in varying degrees of detail on both the SF 424 form and supplemental form. Applicants must fill in all fields unless stated otherwise on the forms. Applicants should use both the “Check Package for Errors” and the “Validate Form” validation buttons on both forms to check all required fields on the forms, and ensure that the Federal and local amounts specified are consistent.

(ii) Application Content

The SF 424 Mandatory Form and the Supplemental Form will prompt applicants for the required information, including:

a. Name of federally recognized tribe and, if appropriate, the specific tribal agency submitting the application.

b. Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number if available. (Note: If selected, applicant will be required to provide DUNS number prior to grant award.)

c. Contact information including: Contact name, title, address, fax and phone number, email address if available.

d. Description of public transportation services including areas currently served by the tribe, if any.

e. Name of person(s) authorized to apply on applicant’s behalf must accompany the proposal (attach a signed transmittal letter).

f. Complete Project Description: Indicate the category for which funding is requested (i.e., project type: capital, operating or planning), and then indicate the project purpose (i.e., start-up, expansion or replacement). Describe the proposed project and what it will accomplish (e.g., number and type of vehicles, routes, service area, schedules, type of services, fixed route or demand responsive, safety aspects, route miles (if fixed route), ridership numbers expected (actual if an existing system, estimated if a new system), major origins and destinations, population served, and whether the tribe provides the service directly, contracts for services, and note vehicle maintenance plans.

g. Project Timeline: Include significant milestones such as date of contract for purchase of vehicle(s), actual or expected delivery date of vehicles; facility project phases (e.g., NEPA compliance, design, construction); or dates for completion of planning studies. If applying for operational funding for new services,
indicate the period of time funds are used to operate the system (e.g., one year). This section should also include any needed timelines for tribal council project approvals, if applicable.

h. Budget: Provide a detailed budget for each proposed purpose noting the Federal amount requested and any additional funds that will be used. An Indian tribe may use up to fifteen percent of a grant award for capital projects for specific project-related planning and administration, and the indirect cost rate may not exceed ten percent (if necessary add as an attachment) of the total amount requested/awarded. Indian tribes must provide their annual operating budget as an attachment or under the requested/awarded. Indian tribes must attachment) of the total amount indirect cost rate may not exceed ten percent of a grant award for capital planning and administration, and the projects for specific project-related percent (if necessary add as an attachment) of the total amount requested/awarded. Indian tribes must also provide their annual operating budget as an attachment or under the Financial Commitment and Operating Capacity section of the supplemental form.

1. Technical, Legal, Financial Capacity: Applicants must be able to demonstrate adequate technical, legal and financial capacity to be considered for funding. Every proposal MUST describe this capacity to implement the proposed project.

2. Technical Capacity: Provide examples of management of other Federal projects, including previously funded FTA projects and/or similar types of projects for which funding is being requested. Describe the resources available to implement the proposed transit project.

3. Legal Capacity: Provide documentation or other evidence to demonstrate status as a federally recognized Indian tribe. Further, demonstrate evidence of an authorized representative with authority to bind the applicant and execute legal agreements with FTA. If applying for capital or operating funds, identify whether appropriate Federal or State operating authority exists.

4. Financial Capacity: Provide documentation or other evidence demonstrating current adequate financial systems to receive and manage a Federal grant. Fully describe: (1) All financial systems to receive and manage Federal projects, including previously approved projects for specific purposes requested in the proposal.

5. Funding Restrictions

Funds must be used only for the specific purposes requested in the application. Funds under this NOFO cannot be used to reimburse projects for otherwise eligible expenses incurred prior to FTA award under this program.

6. Other Submission Requirements

FTA requires that all project proposals be submitted electronically through GRANTS.GOV by 11:59 p.m. EDT on September 10, 2018. Mail and fax submissions will not be accepted. Proposals submitted after the deadline will not be considered under any circumstance. Applications are time and date stamped by the FTA’s Discretionary Grants System (DGS) upon successful submission.

E. Application Review

1. Selection Criteria

FTA will use the following primary selection criteria when evaluating competing capital and operating assistance projects eligible under this program. Applications will be evaluated based on the quality and extent to which the following evaluation criteria are addressed.

i. Planning and Local/Regional Prioritization

Applications will be evaluated based on the degree to which the applicant: (1) Describes how the proposed project was developed; (2) demonstrates a sound basis for the project exists; and (3) demonstrates that the applicant is ready to implement the project if funded. Information may vary depending upon how the planning process for the project was conducted and what is being requested. Planning and local/regional prioritization should:

a. Describe the planning document and/or the planning process conducted to identify the proposed project;

b. Provide a detailed project description including the proposed service, vehicle and facility needs, and other pertinent characteristics of the
proposed or existing service implementation;

   c. Identify existing transportation services in and near the proposed service area, and document in detail whether the proposed project will provide opportunities to coordinate service with existing transit services, including human service agencies, intercity bus services, or other public transit providers;

   d. Discuss the level of support by the community and/or tribal government for the proposed project;

   e. Describe how the mobility and client-access needs of tribal human services agencies were considered in the planning process;

   f. Describe what opportunities for public participation were provided in the planning process and how the proposed transit service or existing service has been coordinated with transportation provided for the clients of human services agencies, with intercity bus transportation in the area, or with any other rural public transit providers;

   g. Describe how the proposed service complements rather than duplicates any currently available services;

   h. Describe the implementation schedule for the proposed project, including time period, staffing, and procurement; and

   i. Describe any other planning or coordination efforts not mentioned above.

ii. Project Readiness

Applications will be evaluated on the degree to which the applicant describes readiness to implement the project. The project readiness factor involves assessing whether:

   a. Project is a Categorical Exclusion (CE) or the required environmental work has been initiated or completed for construction projects requiring an Environmental Assessment (EA) or Environmental Impact Statement (EIS) under, among others, the National Environmental Policy Act of 1969, as Amended;

   b. Project implementation plans are complete, including initial design of facilities Projects;

   c. Project funds can be obligated and the project can be implemented quickly, if selected; and

   d. Applicant demonstrates the ability to carry out the proposed project successfully.

iii. Demonstration of Need

Applications will be evaluated based on the degree to which the applicant identifies the need for transit resources. In addition to project-specific criteria, FTA will consider the project’s impact on service delivery and whether the project represents a one-time or periodic need that cannot reasonably be funded from the FTA program formula allocations or State and/or local resources. FTA will evaluate how the proposal demonstrates the transit needs of the Indian tribe as well as how the proposed transit improvements or the new service will address identified transit needs. Proposals should include information such as destinations and services not currently accessible by transit, needs for access to jobs or health care, safety enhancements or special needs of elders, individuals with disabilities, behavioral health care needs of youth, income-based community needs, or other mobility needs. If an applicant received a planning grant in previous fiscal years, it should indicate the status of the planning study and how the proposed project relates to that study.

Applicants applying for capital expansion or replacement projects should also address the following factors in their proposal. If the proposal is for capital funding associated with an expansion or expanded service, the applicant should describe how current or growing demand for the service necessitates the expansion (and therefore, more capital) and/or the degree to how the project is addressing a current capacity constraint. Capital replacement projects should include information about the age, condition, and performance of the asset to be replaced by the proposed project and/or how the replacement may be necessary to maintain the transit system in a state of good repair.

iv. Demonstration of Benefits

Applications will be evaluated based on the degree to which the applicant identifies expected or, in the case of existing service, achieved project benefits. FTA is particularly interested in how these investments will improve the quality of life for the tribe and surrounding communities in which it is located. Applicants should describe how the transportation service or capital investment will provide greater access to employment opportunities, educational centers, healthcare, or other needs that profoundly impact the quality of life for the community, as described in the program purpose above. Possible examples include increased or sustained ridership and daily trips, improved service, elimination of gaps in service, improved operations and coordination, increased reliability, health care, education, and economic benefits to the community. Benefits can be demonstrated by identifying the population of tribal members and non-tribal members in the proposed project service area and estimating the number of daily one-way trips the proposed transit service will provide or the actual number of individual riders served. Applicants are encouraged to consider qualitative and quantitative benefits to the Indian tribe and to the surrounding communities that are meaningful to them.

Based on the information provided under the demonstration of benefits, FTA will rate proposals based on the quality and extent to which they discuss the following four factors:

   a. The project’s ability to improve transit efficiency or increase ridership;

   b. Whether the project will improve or maintain mobility, or eliminate gaps in service for the Indian tribe;

   c. Whether the project will improve or maintain access to important destinations and services;

   d. Any other qualitative benefits, such as greater access to jobs, education and health care services.

v. Financial Commitment and Operating Capacity

Applications must identify the source of local match (10 percent is required for all operating and capital projects), and any other funding sources used by the Indian tribe to support proposed transit services, including human service transportation funding, FHWA’s Tribal Transportation Program funding, or other FTA programs. If requesting that FTA waive the local match based on financial hardship, the applicant must submit budgets and sources of other revenue to demonstrate hardship. FTA will review this information and notify tribes at the time of award if the waiver is approved. If applicable, the applicant also should describe how prior year TTP funds were spent to date to support the service. Additionally, Indian tribes applying to operate new services should provide a sustainable funding plan that demonstrates how it intends to maintain operations.
In evaluating proposals, FTA will consider any other resources the Indian tribe will contribute to the project, including in-kind contributions, commitments of support from local businesses, donations of land or equipment, and human resources. The proposal should describe to what extent the new project or funding for existing service leverages other funding. Based upon the information provided, the proposals will be rated on the extent to which the proposal demonstrates that:

a. TTP funding does not replace existing funding;

b. The Indian tribe will provide non-financial support to the project;

c. The Indian tribe is able to demonstrate a sustainable funding plan; and

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

vi. Evaluation Criteria for Planning Proposals

For planning grants, the proposal must describe the need for and a general scope of the proposed study. Applications will be evaluated based on the degree to which the applicant addresses the following:

1. The tribe’s long-term commitment to transit; and

2. The method used to implement the proposed study and/or further tribal transit.

2. Review and Selection Process

An FTA technical evaluation committee will review proposals under the project evaluation criteria. Members of the technical evaluation committee and other involved FTA staff reserve the right to screen, rate the applications, and seek clarification about any statement in an application. After consideration of the findings of the technical evaluation committee, the FTA Administrator will determine the final selection and amount of funding for each project. Geographic diversity and the applicant’s receipt and management of other Federal transit funds may be considered in FTA’s award decisions. After applying the above preferences, the FTA Administrator will consider the following key Departmental objectives:

(A) Supporting economic vitality at the national and regional level;

(B) Utilizing alternative funding sources and innovative financing models to attract non-Federal sources of infrastructure investment;

(C) Accounting for the lifecycle costs of the project to promote the state of good repair;

(D) Using innovative approaches to improve safety and expedite project delivery; and

(E) Holding grant recipients accountable for their performance and achieving specific, measurable outcomes identified by grant applicants.

Prior to making an award, FTA is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS). An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM.

F. Federal Award Administration

1. Federal Award Notice

FTA will publish a list of the selected projects, including Federal dollar amounts and award recipients on the FTA’s website. Project recipients should contact their FTA Regional Offices and tribal liaison for information about setting up grants in FTA’s Transit Award Management System (TrAMS).

2. Award Administration

Successful proposals will be awarded through FTA’s TrAMS as grant agreements. The appropriate FTA Regional Office and tribal liaison will manage project agreements.

3. Administrative and National Policy Requirements

Except as otherwise provided in this NOFO, TTP grants are subject to the requirements of 49 U.S.C. 5311(c)(1) as described in the latest FTA Circular 9040 for the Formula Grants for Rural Areas Program.

4. Reporting

The post award reporting requirements include submission of the Federal Financial Report (FFR) and Milestone Progress Report in TrAMS, and FTA’s National Transit Database (NTD) reporting as appropriate (see FTA Circular 9040). Reports to TrAMS and NTD are due annually.

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact Douglas Moore, Office of Program Management, (202) 366–0876, email: douglas.moore@dot.gov. A TDD is available at 1–800–877–8339 (TDD/FIRS).

H. Other Information

This program is not subject to Executive Order 12372, “Intergovernmental Review of Federal Programs.” FTA will consider applications for funding only from eligible recipients for eligible projects listed in Section C–2. Due to funding limitations, applicants that are selected for funding may receive less than the amount requested.

Additionally, to assist tribes with understanding requirements under the TTP, FTA has conducted Tribal Transit Technical Assistance Workshops and will continue those efforts in FY 2018. FTA has expanded its technical assistance to tribes receiving funds under this program. Through the Tribal Transit Technical Assistance Assessments Initiative, FTA collaborates with Tribal Transit Leaders to review processes and identify areas in need of improvement and then assists to offer solutions to address these needs—all in a supportive and mutually beneficial manner that results in technical assistance. FTA has completed thirty assessments to date and expects to conduct fifteen assessments in FY 2018. These assessments include discussions of compliance areas pursuant to the Master Agreement, a site visit, promising practices reviews, and technical assistance from FTA and its contractors. These workshops and assessments have received exemplary feedback from Tribal Transit Leaders and provided FTA with invaluable opportunities to learn more about Tribal Transit Leaders’ perspectives and better honor the sovereignty of tribal nations.

FTA will post information about upcoming workshops to its website and will disseminate information about the assessments through its regional offices.

Contact information for FTA’s regional offices can be found on FTA’s website at www.transit.dot.gov. Applicants may also receive technical assistance by contacting their FTA regional Tribal Liaison. A list of Tribal Liaisons is available on FTA’s website at www.transit.dot.gov.

Issued in Washington, DC.

K. Jane Williams,

Acting Administrator.

[FR Doc. 2018–14748 Filed 7–10–18; 8:45 am]
North Central Regional Transit District (NCRTD)

Resolution 2018-25

A RESOLUTION AUTHORIZING NCRTD STAFF TO COLLABORATE WITH THE PUEBLO DE SAN ILDEFONSO IN APPLYING FOR FFY2018 TRIBAL TRANSIT PROGRAM DISCRETIONARY PROGRAM FUNDING, TO PLAN, DESIGN, CONSTRUCT AND PURCHASE BUS STOP AMENITIES.

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

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

WHEREAS, the NCRTD is authorized to exercise cooperative powers pursuant to NMSA 1978, Section 73-25-12 "regarding the financing, construction, operation or maintenance of a specified regional transit system"; and

WHEREAS, the NCRTD has as a stated goal that it should participate in partnerships and regional collaboration on transit service needs and investments by establishing stronger working relationships with local municipalities, tribes, and government agencies (LRSP; Objective 4.2); and

WHEREAS, the NCRTD can fulfill this goal by cooperating with the Pueblo De San Ildefonso in applying for and potentially implementing projects using Tribal Transit Program Discretionary Program funds to improve bus stops at the Pueblo De San Ildefonso; and

WHEREAS, the NCRTD has assessed the opportunity for enhanced facilities at the Pueblo De San Ildefonso and determined that a project improving four stops and costing approximately $90,000 would be appropriate if funded; and

WHEREAS, the NCRTD staff has the technical capacity to assist the Pueblo De San Ildefonso in making application for a $90,000 grant of Tribal Transit Program, Discretionary Program funds; and

WHEREAS, in furtherance of the NCRTD's goals and for the benefit of the Pueblo De San Ildefonso, the NCRTD and the travelling public, the NCRTD is committed to providing the necessary ten percent (10%) local match (of the estimated $90,000 total project cost; federal request $81,000).
NOW, THEREFORE, BE IT RESOLVED the NCRTD Commitments to provide a local match not to exceed $9,000.00 for Tribal Transit Program, Discretionary Program funding (if awarded) to improve bus stops on the Pueblo de San Ildefonso at:

- Governor’s Office
- Black Mesa Housing- Tunyo Po loop
- Senior Center
- Visitors Center

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 7th DAY OF SEPTEMBER, 2018.

Daniel R. Barrone, Chairman

Approved as to form:

Peter Dwyer, Counsel
Title: Discussion and Consideration of Resolution 2018-26; A Resolution Demonstrating the North Central Regional Transit District’s (NCRTD) Commitment to Provide its Local Match Share for §5311 Federal Funding Award in Federal Fiscal Year 2020 (FFY20)

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

Summary: NCRTD intends to apply for approximately $7,965,137 of projects through §5311 Federal funding in FFY2020 through New Mexico Department of Transportation (NMDOT). §5311 Federal funding can be used for Administration, Operations and Capital. The Federal share would be $5,117,009. The anticipated local match will not exceed $2,848,128. To submit the FFY20 application to NMDOT for §5311 Federal funding, the NCRTD must demonstrate its commitment to providing the local share upon award by NMDOT.

Background: In June, NCRTD submitted a letter of intent to apply for §5311 Federal Funding through NMDOT for FFY20. In order to be considered for award, NMDOT has asked that local match commitment letters or Board resolutions be provided by the funding applicant to ensure that NMDOT and the local transit agency both understand the local financial commitment and expectations.

Recommended Action: It is recommended that the Board approve Resolution No. 2018-26, as the Federal funds are critical to operate existing routes. The deadline for submittal to NMDOT is August 31, 2018. As such, in good faith, NCRTD Staff has completed its submittal.

Options/Alternatives: By not demonstrating its commitment to provide the local share match upon §5311 Federal Funding award, NCRTD could be deemed ineligible to receive Federal funding. If this were to happen, it would substantially negatively impact the budget.

Fiscal Impact: The grant funds are necessary to the NCRTD’s annual budget to sustain existing routes.

Attachments:
- Resolution No. 2018-26
A RESOLUTION DEMONSTRATING THE NCRTD COMMITMENT TO PROVIDE ITS LOCAL MATCH SHARE FOR §5311 FEDERAL FUNDING FOR FEDERAL AWARDED IN FEDERAL FISCAL YEAR 2020

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

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

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

WHEREAS, the NCRTD anticipates submitting to New Mexico DOT a §5311 Federal funding application in the approximate amount of $5,117,009, with a local match share requirement not to exceed $2,848,128 for a total Net Project Cost of $7,965,137; and

WHEREAS, the NCRTD is committed to providing the necessary local match as required;

NOW, THEREFORE, BE IT RESOLVED the NCRTD Commitments to provide a local match not to exceed $2,848,128 as it relates to the FFY20 §5311 Federal funding program.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 7th DAY OF SEPTEMBER, 2018.

Daniel R. Barrone, Chairman

Approved as to form:

Peter Dwyer, Counsel
Title: Discussion and Consideration of a Referral Memorandum of Understanding (MOU) between North Central Regional Transit District (NCRTD) and El Centro Family Health.

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

Summary: NCRTD Staff is seeking Board approval to enter into an MOU with El Centro Family Health in Española. The MOU outlines the coordination and referral to public transit services (NCRTD) by El Centro for individuals that are served by El Centro Family Health. This coordination is consistent with Federal, State and NCRTD plans and missions to provide transit in a coordinated effort with human service agencies.

Background: NCRTD was recently approached by El Centro Family Health Staff to enter into a memorandum of understanding to further outline current referral and coordination efforts. NCRTD, as a part of its mission and overarching long-term agenda, is committed to working with regional human service and healthcare providers to ensure public transit options are well-known and available through the communities it serves.

Recommended Action: NCRTD Staff recommends the MOU be entered into as it aligns with our Agency’s overarching goals to provide access to healthcare and human services as well as to coordinate with other agencies in delivery of public transit services.

Options/Alternatives:
- Board approval to authorize NCRTD Staff to enter into a Memorandum of Understanding with El Centro Family Health in Española
- Do not attempt to coordinate services with area human service agencies to provide public transit through a referral system (initiated by the human service agency)

Fiscal Impact: There is no anticipated fiscal impact associated with this MOU commitment.

Attachments:
- MOU with El Centro Family Health
Referral Memorandum of Understanding

This Memorandum of Understanding (MOU) sets forth the terms and understanding between North Central Regional Transit District, 1327 N. Riverside Drive, Espanola, NM 87532 (hereafter known as “PARTNER”) and El Centro Family Health, 538 Paseo de Onate, Espanola, NM 87532 (GRANTEE) to provide transportation. Effective August 15, 2018, El Centro Family Health agrees to collaborate and coordinate with North Central Regional District to ensure transportation services for eligible clients to ensure continuity of care.

Under terms of this agreement, PARTNER agrees to:
1. Accept GRANTEE referrals for transportation services for eligible GRANTEE patients.
2. Make the referred service available pursuant to existing ADA compliant policies and fares for eligible GRANTEE health center patients.
3. Return GRANTEE referral forms and referral reports/findings/recommendations (if applicable) to the GRANTEE in a timely manner (within 30 days).
4. Meet/coordinate with GRANTEE on an as needed basis to review the collaboration and coordination of services.
5. Not hold GRANTEE responsible for patient billing for services.

Under the terms of this agreement, GRANTEE agrees to:
1. Make written referrals to PARTNER for transportation services that GRANTEE does not or is not able to provide.
2. Provide tracking and follow-up care (if applicable) for referred patients is provided by the health center, using electronic and/or paper health care records system.
3. Provide services equally to all health center patients, regardless of ability to pay.
4. Not hold PARTNER responsible for patient billing for services.

Both agencies agree to secure appropriate authorization for Release of Information from clients prior to sharing client-identifying information as needed.

This agreement does not require financial obligations from either party at this time. Responsibility for coordination of this agreement shall be the parties signed below or her/his designee. This agreement will continue until either party gives thirty day written notice of termination.

______________________________  ______________________________
Lore Pease, Chief Executive Officer                   Date

______________________________  ______________________________
Authorized Agent of Partner                  Date
Title: Review of Quarterly Investment Report of District Funds

Prepared By: Hector Ordoñez, Finance Director

Background: The NCRTD invests through various FDIC insured institutions around the United States mostly through Broker Certificates of Deposit. At the end of the fourth quarter the value of the investment portfolio was $8,027,609 this is an increase of $691,897.99 from the third quarter. The increase comes from interest, reserves and proceeds received from different investments. The breakdown of the increase is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase in LANB Checking Account</td>
<td>$685,466.90</td>
</tr>
<tr>
<td>Interest from Sandia Area Credit Union</td>
<td>$493.98</td>
</tr>
<tr>
<td>Interest from LGIP</td>
<td>$40.47</td>
</tr>
<tr>
<td>Flex Insure Cash Account-Cetera</td>
<td>$504,715.81</td>
</tr>
<tr>
<td>Brokered CDs- Cetera</td>
<td>&lt;498,819.17&gt;</td>
</tr>
<tr>
<td><strong>Total (Net) Increase</strong></td>
<td><strong>$691,897.99</strong></td>
</tr>
</tbody>
</table>

Cetera, an affiliate of LANB, our investment broker continues to invest in Brokered CDs at the direction of Executive Director and Director of Finance. Currently, the district has 18 CDs outstanding and has redeemed 20 CDs all of them have been reinvested except for two (hence the increase in the flex insure account). The Cost basis of all the CDs currently opened under Cetera equals $4,400,000 which is the total amount invested during the year ($8,809,013.79) plus interest received ($56,739.19) minus CDs redeemed ($4,436,171.10) minus the change in market value ($29,581.88).

Total Interest received in the fourth quarter of Fiscal year 2018 was $19,282.25. The frequency from which interest is earned varies from investment to investment, some investment is earned monthly, quarterly, semiannually, annually and/or at the redemption date. The term dates between CDs are 12, 18, 21 and 24 months. The Finance Subcommittee reviewed this report at their August 24, 2018 meeting.
Summary:

- As of June 30, 2018, our total investment excluding the checking account balance deposited in Los Alamos National Bank is $5,239,200.49 vs $5,232,769 on 3/31/2018.
- The average rate of return is 1.31%
- The average length of maturity of all investments is 15.69 months
- The current quarter from April 1st, 2018 through June 30th, 2018 earned a total of $19,282.25 in interest an increase of $3,001.43 from the 3rd quarter.
- 18 CDs are outstanding, and 20 CDs have been reinvested
- The average return rate is 1.31%; this is the closest it has been in 18 mo. to the average one-year treasury bill rate of 1.62%.

<table>
<thead>
<tr>
<th>Amount Invested YTD</th>
<th>YTD Earnings</th>
<th>% of portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checking Account</td>
<td>$ 2,788,408.96</td>
<td>$ 1,192.08</td>
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<tr>
<td>Local Government Investment Portfolio</td>
<td>$ 10,436.87</td>
<td>123.57</td>
</tr>
<tr>
<td>Cetera Fund Interest</td>
<td>$ 550,279.70</td>
<td>284.56</td>
</tr>
<tr>
<td>Local Banks/Credit Unions CDs</td>
<td>$ 248,902.04</td>
<td>3,470.33</td>
</tr>
<tr>
<td>Brokered CDs</td>
<td>$ 4,429,581.88</td>
<td>56,739.19</td>
</tr>
<tr>
<td>Total</td>
<td>$ 8,027,609.45</td>
<td>$ 61,809.73</td>
</tr>
</tbody>
</table>

Recommended Action: It is recommended that the Board of Directors discuss and review the information presented in relation to the Investment Portfolio Report and move to accept as presented.

Options/Alternatives:
1. Take no action; or
2. Endorse the Quarterly Investment report (recommended).

Fiscal Impact:
None

Attachments:
## North Central Regional Transit District
### Investment Report
As of June 30, 2018

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Local Banks/Credit Unions CDs</td>
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</tr>
</tbody>
</table>

| Sandia Area Credit Union | 10/29/2016 | 12 | 10/29/2017 | 0.50% | $247,168.64 | $310.95 | $440.87 | $487.60 | $493.98 | $1,733.40 | $248,902.04 |
|-------------------------|------------|-----|------------|-------|--------------|--------|----------|----------|---------|-------------|----------------|-------------------|
| Prior Investment Amounts | 744,790.46 | 1,097.23 | 639.70 | - | - | - | - | - | - | - | - |

**Average** 0.53%

| Local Bank/Credit Union Total | **$991,959.10** | **1,408.18** | **1,080.57** | **487.60** | **493.98** | **$3,470.33** | **$746,527.39** | **$248,902.04** |

| Brokers CD |

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<tr>
<th>Barclays BK Del Retail</th>
<th>7/26/2017</th>
<th>12</th>
<th>7/26/2018</th>
<th>1.40%</th>
<th>$235,000.00</th>
<th>-</th>
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<th>$235,000.00</th>
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</thead>
<tbody>
<tr>
<td>Barclays BK Del Retail</td>
<td>7/26/2017</td>
<td>24</td>
<td>7/26/2019</td>
<td>1.65%</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$247,037.86</td>
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<tr>
<td>Wells Fargo Bank- Sioux Falls</td>
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<td>21</td>
<td>7/29/2019</td>
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<td>707.48</td>
<td>1,038.40</td>
<td>1,026.99</td>
<td>1,049.81</td>
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<td>$248,822.68</td>
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<td>Bank Baroda- New York</td>
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<tr>
<td>Ally Bank Midvale, Utah</td>
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<td>9/30/2019</td>
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<td>$247,065.38</td>
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<tr>
<td>Goldman Sachs- New York</td>
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<td>3/27/2019</td>
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<td>-</td>
<td>$245,000.00</td>
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<tr>
<td>BMW Bank- Salt Lake</td>
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<tr>
<td>Comenity CAP Bank- Utah</td>
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<td>966.57</td>
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<td>Capital One Bank- USA</td>
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<td>Bank of China- New York</td>
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<td>$245,000.00</td>
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<tr>
<td>Bank of India- New York</td>
<td>11/9/2017</td>
<td>12</td>
<td>11/7/2018</td>
<td>1.35%</td>
<td>$245,000.00</td>
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<td>-</td>
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<tr>
<td>American Express- Centurion</td>
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<td>1.90%</td>
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<td>$247,321.12</td>
</tr>
<tr>
<td>Sallie Mae Bank- Salt Lake</td>
<td>12/6/2017</td>
<td>18</td>
<td>6/6/2019</td>
<td>1.65%</td>
<td>$245,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$247,015.71</td>
</tr>
<tr>
<td>Capital One- National Assit McLean</td>
<td>12/6/2017</td>
<td>24</td>
<td>12/6/2019</td>
<td>1.90%</td>
<td>$245,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$247,121.12</td>
</tr>
<tr>
<td>Merrick BK South Jordan Utah</td>
<td>1/19/2018</td>
<td>24</td>
<td>1/21/2020</td>
<td>2.00%</td>
<td>$245,000.00</td>
<td>-</td>
<td>-</td>
<td>792.05</td>
<td>1,235.06</td>
<td>2,027.11</td>
<td>-</td>
<td>$247,027.11</td>
</tr>
<tr>
<td>Iberia Bank- La Fayette</td>
<td>1/31/2018</td>
<td>18</td>
<td>7/31/2019</td>
<td>1.90%</td>
<td>$245,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$245,000.00</td>
</tr>
<tr>
<td>Synchrony bank</td>
<td>1/19/2018</td>
<td>24</td>
<td>1/21/2020</td>
<td>2.10%</td>
<td>$245,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$245,000.00</td>
</tr>
<tr>
<td>Morgan Stanley- Utah</td>
<td>3/22/2018</td>
<td>24</td>
<td>3/23/2020</td>
<td>2.53%</td>
<td>$245,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$245,000.00</td>
</tr>
<tr>
<td>Discover Bank- Greenwood</td>
<td>1/24/2018</td>
<td>18</td>
<td>7/24/2019</td>
<td>1.85%</td>
<td>$245,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$245,000.00</td>
</tr>
</tbody>
</table>

**Average** 1.31%

| Brokers CD Total | **$8,889,013.79** | **12,042.05** | **10,985.16** | **15,363.84** | **18,348.14** | **$56,739.19** | **$4,436,171.10** | **$4,429,581.88** |

| Short Term Investment |

| Checking Account Interest- LANB | 0.05% | $2,787,216.88 | $246.76 | $326.80 | $317.86 | $300.66 | $1,922.08 | - | - | $2,788,488.96 |
|--------------------------------|------|--------------|--------|----------|---------|----------|-----------|-----|-----|-------------|----------------|-------------------|
| Local Government Investment Portfolio | 0.24% | $10,313.30 | 23.39 | 26.68 | 33.03 | 40.47 | 123.57 | - | - | $10,436.87 |
| Flex Insure Account Interest | 0.15% | $549,995.14 | 23.96 | 83.11 | 78.49 | 99.00 | 284.56 | - | - | $550,779.70 |

**Average** 0.15%

| Short Term | **$3,347,525.32** | **294.11** | **436.59** | **429.38** | **440.13** | **$1,600.21** | **$3,349,125.53** |

| Total Investments | **$13,148,498.21** | **13,744.34** | **12,502.32** | **16,280.82** | **19,282.25** | **$61,809.73** | **$5,182,698.49** | **$8,027,609.45** |

67
North Central Regional Transit District
Investment Report
Investment Allocation Graphs
June 30, 2018

NCRTD's Investment Allocation

<table>
<thead>
<tr>
<th>Local Government Investment Portfolio</th>
<th>Amount Invested YTD</th>
<th>YTD Earnings</th>
<th>% of portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checking Account</td>
<td>$2,788,408.96</td>
<td>$1,192.08</td>
<td>34.74%</td>
</tr>
<tr>
<td>Local Government Investment Portfolio</td>
<td>10,436.87</td>
<td>123.57</td>
<td>0.13%</td>
</tr>
<tr>
<td>Cetera Fund Interest</td>
<td>550,279.70</td>
<td>284.56</td>
<td>6.85%</td>
</tr>
<tr>
<td>Local Banks/Credit Unions CDs</td>
<td>248,902.04</td>
<td>3,470.33</td>
<td>3.10%</td>
</tr>
<tr>
<td>Brokered CDs</td>
<td>4,429,581.88</td>
<td>56,739.19</td>
<td>55.18%</td>
</tr>
<tr>
<td>Total</td>
<td>$8,027,609.45</td>
<td>$61,809.73</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

1.31% Average Rate of Return
15.7 Average Length of Maturity (months)
1.62% Approximate Treasury Security Return for 12 months
Title:  Review of Automatic Clearing House (ACH) Payments over $20,000 from April 1, 2018 thru June 30, 2018.

Prepared By: Hector Ordoñez, Finance Director

Background: The NCRTD Board passed a resolution in November 2013 allowing the District to pay its vendors through the Automatic Clearing House (ACH) system that withdrawals funds from the District’s account and deposits into vendor’s checking accounts. To date, the District has 90 vendors signed up for ACH payments an increase of 2 vendors from the 3rd quarter.

Summary: From April 1, 2018 through June 30, 2018, there were nineteen (19) payments made to multiple vendors for more than $20,000 through the ACH process, totaling $1,753,177.32. The breakdown of the payments is as follows:

- Six (6) payments totaling $128,029.99 were made to the Federal Government for social security benefits, federal tax withholdings and Medicaid.
- Five (5) payments totaling $1,319,182.65 made to other transit agencies for GRT contributions.
- Eight (8) payments totaling $305,964.68 were made for goods and services acquired by the District.

The Finance Subcommittee reviewed this information at their August 24, 2018 meeting.

Recommended Action: It is recommended that the Board of Directors discuss and review the information presented in relation to the Automatic Clearing House (ACH) Payments over $20,000 from April 1, 2018 thru June 30, 2018 and move to accept as presented.

Options/Alternatives:
1. Take no action; or
2. Endorse the Quarterly Automatic Clearing House (ACH) Payments over $20,000 from April 1, 2018 through June 30, 2018 (recommended).

Fiscal Impact: None

Attachments:
- Automatic Clearing House (ACH) Payments over $20,000 from April 1, 2018 through June 30, 2018.
## North Central Regional Transit District
### Check/Voucher Register
#### From 04/01/2018 - 06/30/2018

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Check Number</th>
<th>Transaction Description</th>
<th>Vendor Name</th>
<th>Check Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/13/2018</td>
<td>E Check 50417683/93805497</td>
<td>Federal Tax Deposit 4-13-18 Pay Date</td>
<td>United States Treasury</td>
<td>$ 21,840.25</td>
</tr>
<tr>
<td>05/01/2018</td>
<td>E Check 20133161/34442349</td>
<td>Federal Tax Deposit Pay Date 4-27-18</td>
<td>United States Treasury</td>
<td>21,453.36</td>
</tr>
<tr>
<td>05/11/2018</td>
<td>E Check 2398132/50404370</td>
<td>Federal Tax Deposit Pay Date 5-11-18</td>
<td>United States Treasury</td>
<td>21,973.43</td>
</tr>
<tr>
<td>05/25/2018</td>
<td>E Check 35795250/3670906</td>
<td>Federal Tax Deposit 5-25-18 Paydate</td>
<td>United States Treasury</td>
<td>20,846.34</td>
</tr>
<tr>
<td>06/11/2018</td>
<td>E Check 81790275/82213760</td>
<td>Federal Tax Deposit 6-8-18 Paydate</td>
<td>United States Treasury</td>
<td>21,061.65</td>
</tr>
<tr>
<td>06/26/2018</td>
<td>E Check 74662778/9529355</td>
<td>Federal Tax Deposit 6-22-18 Pay Date</td>
<td>United States Treasury</td>
<td>20,854.96</td>
</tr>
</tbody>
</table>

**Federal Tax Deposits - Total**

$ 128,029.99

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Check Number</th>
<th>Transaction Description</th>
<th>Vendor Name</th>
<th>Check Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/08/2018</td>
<td>E18050801</td>
<td>GRT Payment for February 2018</td>
<td>Rio Metro RTD</td>
<td>173,345.67</td>
</tr>
<tr>
<td>05/25/2018</td>
<td>E18052501</td>
<td>GRT for March 2018</td>
<td>Rio Metro RTD</td>
<td>211,153.27</td>
</tr>
<tr>
<td>06/01/2018</td>
<td>19842</td>
<td>Los Alamos County 3rd Quarter Payment 2018</td>
<td>Incorporated County of Los Alamos</td>
<td>386,895.56</td>
</tr>
<tr>
<td>06/01/2018</td>
<td>19841</td>
<td>City of Santa Fe 3rd Quarter Payment 2018</td>
<td>Santa Fe Trails</td>
<td>336,634.88</td>
</tr>
</tbody>
</table>

**GRT Payments - Total**

$ 1,319,182.65

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Check Number</th>
<th>Transaction Description</th>
<th>Vendor Name</th>
<th>Check Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/10/2018</td>
<td>E18041013</td>
<td>Fuel charges March 2018</td>
<td>Wex Bank</td>
<td>36,444.56</td>
</tr>
<tr>
<td>05/11/2018</td>
<td>E18051101</td>
<td>Fuel Bill for April 2018</td>
<td>Wex Bank</td>
<td>35,608.04</td>
</tr>
<tr>
<td>05/18/2018</td>
<td>19762</td>
<td>VIM Software, Clip Mgmt. Server License.Single Server License</td>
<td>Apollo Video Technology</td>
<td>22,755.73</td>
</tr>
<tr>
<td>06/12/2018</td>
<td>E18061236</td>
<td>Fuel Invoice for May 2018</td>
<td>Wex Bank</td>
<td>39,916.49</td>
</tr>
<tr>
<td>06/14/2018</td>
<td>E18061513</td>
<td>Health/Dental/Disability/Visions March 2018</td>
<td>GSD-Admin Services Division</td>
<td>46,617.35</td>
</tr>
<tr>
<td>06/14/2018</td>
<td>E18061517</td>
<td>Health/Dental/Disability/Vision May 2018</td>
<td>GSD-Admin Services Division</td>
<td>44,517.80</td>
</tr>
<tr>
<td>06/14/2018</td>
<td>E18061518</td>
<td>Health/Dental/Disability/Vision April 2018</td>
<td>GSD-Admin Services Division</td>
<td>45,704.71</td>
</tr>
<tr>
<td>06/27/2018</td>
<td>19885</td>
<td>Voters' Public Opinion Study</td>
<td>Research and Polling Inc.</td>
<td>$ 34,400.00</td>
</tr>
</tbody>
</table>

**Goods & Services - Total**

$ 305,064.68

**Report Total**

$ 1,753,177.32
North Central Regional Transit District
Monthly Financial Report
As of July 31, 2018

Summary

The North Central Regional Transit District (NCRTD) is currently reporting one month of financial activity for the Fiscal Year Ending June 2019. Expenses and Revenues reported for the period through July 31, 2018 represent 8.3% of the budget.

Total revenue received this fiscal year is $902,321 and $268,912 of expenses have incurred; this means that the District has received $633,409 more in revenues than it has spent. The amount does not include contributions that will be made to other regional transit agencies of approximate $516,978.

The monthly budget figures for GRT, federal and capital grant revenues and expenses were calculated utilizing trends from the last three fiscal years.

Financial Highlights

Revenue:

As of July 31, 2018, total revenue received this fiscal year was $902,321 this represents 7% of total revenues budgeted for the year. Revenue received can be allocated as follows:

- GRT Revenue received in July was $798,916 this is $161,633 more than budgeted and $87,994 more than what we received the same month last year.
  - Los Alamos County receipts were $246,238, this is $79,190 more than budgeted and $31,224 more than the prior year.
  - Rio Arriba County receipts were $38,636, this is $9,693 less than budgeted and $8,433 less than the prior year.
  - Santa Fe County receipts were $445,926, this is $89,992 more than budgeted and $63,926 more than the prior year.
  - Taos County receipts were $68,116, this is $2,144 more than budgeted and $1,277 more than the prior year.

- Grant Revenue received in July equals $99,705; this is $68,824 less than we budgeted and $51,377 less than what we received the same month last fiscal year.
- Charges for services were $1,872 this is $704 less than the prior year.
- Miscellaneous revenue received equals $1,828 this is $2,084 less than the same month last year.
**Expenditures:**

As of July 31, 2018, NCRTD recognized expenditures totaling $268,912, this represents 4.81% of total budgeted expenditures for this fiscal year and $138,286 less than the same month last year. Expenditures can be allocated in the following categories:

- Operating expenses totaled $197,554 this is $121,679 less than we budgeted and $107,923 less than the same month last year (operating expenses are at 2.14% of the annual budget).
- Administrative expenses totaled $61,262 incurred this is $62,371 less than we budgeted and $38,224 less than the same month last year (administrative expenses are at 3.54% of their annual budget).
- Capital expenses totaled $10,096 this is $5,146 more than we budgeted and $7,661 more than the same month last year (capital expenses are at .46% of their monthly budget).

**Other Matters:**

N/A
North Central Regional Transit District
Statement of Revenues, Expenses and Change in Net Position
As of July 31, 2018
FY2019 (July 1, 2018 to June 30, 2019)

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Receipt</td>
<td>$710,922</td>
<td>$7,330,000</td>
<td>$798,916</td>
<td>$87,994</td>
<td>10.90%</td>
</tr>
<tr>
<td>Fed Grant</td>
<td>151,082</td>
<td>3,436,221</td>
<td>99,705</td>
<td>(51,377)</td>
<td>2.90%</td>
</tr>
<tr>
<td>5311c/Member Contributions</td>
<td>-</td>
<td>306,552</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>State Capital/Outlay</td>
<td>-</td>
<td>195,000</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Local Match</td>
<td>-</td>
<td>482,114</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Use of Fund Balance</td>
<td>-</td>
<td>1,262,920</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>2,575</td>
<td>42,500</td>
<td>1,872</td>
<td>(704)</td>
<td>4.40%</td>
</tr>
<tr>
<td>Misc Revenues</td>
<td>3,912</td>
<td>120,600</td>
<td>1,828</td>
<td>(2,084)</td>
<td>1.52%</td>
</tr>
<tr>
<td></td>
<td><strong>Total Revenues</strong></td>
<td><strong>$868,491</strong></td>
<td><strong>$902,321</strong></td>
<td><strong>33,830</strong></td>
<td><strong>6.85%</strong></td>
</tr>
<tr>
<td>Expenses:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$99,247</td>
<td>$2,900,940</td>
<td>$73,358</td>
<td>(25,889)</td>
<td>2.53%</td>
</tr>
<tr>
<td>Overtime</td>
<td>9,047</td>
<td>147,500</td>
<td>6,261</td>
<td>(7,786)</td>
<td>4.25%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>95,040</td>
<td>1,353,299</td>
<td>84,780</td>
<td>(10,260)</td>
<td>6.26%</td>
</tr>
<tr>
<td>Railrunner, SF Trails and Atomic City Transit</td>
<td>-</td>
<td>4,743,220</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Office</td>
<td>2,151</td>
<td>51,928</td>
<td>1,458</td>
<td>(694)</td>
<td>2.81%</td>
</tr>
<tr>
<td>Utilities</td>
<td>3,767</td>
<td>90,782</td>
<td>516</td>
<td>(3,252)</td>
<td>0.57%</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>14,092</td>
<td>525,978</td>
<td>8,496</td>
<td>(5,596)</td>
<td>1.62%</td>
</tr>
<tr>
<td>Advertising</td>
<td>4,278</td>
<td>112,295</td>
<td>1,222</td>
<td>(3,056)</td>
<td>1.09%</td>
</tr>
<tr>
<td>Equipment &amp; Building</td>
<td>2,730</td>
<td>39,500</td>
<td>528</td>
<td>(2,202)</td>
<td>1.34%</td>
</tr>
<tr>
<td>Insurance</td>
<td>104,622</td>
<td>111,811</td>
<td>19,082</td>
<td>(95,450)</td>
<td>17.07%</td>
</tr>
<tr>
<td>Employee Related</td>
<td>12,658</td>
<td>73,471</td>
<td>7,854</td>
<td>(4,804)</td>
<td>10.69%</td>
</tr>
<tr>
<td>Travel, Meetings, Lodging and Per Diem</td>
<td>558</td>
<td>71,869</td>
<td>1,331</td>
<td>773</td>
<td>1.85%</td>
</tr>
<tr>
<td>Fuel</td>
<td>29,498</td>
<td>400,000</td>
<td>40,232</td>
<td>10,734</td>
<td>10.06%</td>
</tr>
<tr>
<td>Vehicle Maintenance/Repairs</td>
<td>27,074</td>
<td>338,500</td>
<td>13,698</td>
<td>(13,376)</td>
<td>4.05%</td>
</tr>
<tr>
<td>Capital</td>
<td>2,435</td>
<td>2,214,814</td>
<td>10,096</td>
<td>7,661</td>
<td>0.46%</td>
</tr>
<tr>
<td></td>
<td><strong>Total Expenses</strong></td>
<td><strong>$407,198</strong></td>
<td><strong>$268,912</strong></td>
<td><strong>(138,286)</strong></td>
<td><strong>2.04%</strong></td>
</tr>
<tr>
<td>Change in Net Position</td>
<td><strong>$461,294</strong></td>
<td><strong>$633,409</strong></td>
<td><strong>$172,115</strong></td>
<td><strong>4.81%</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Statement of Revenues vs Expenses**

![Bar chart showing total revenues and total expenses with comparison to budget and actual values for FY19.]
### North Central Regional Transit District

**Gross Receipts Revenue- By Month**

**As of July 31, 2018**

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

#### Budget to Actual FY2019

<table>
<thead>
<tr>
<th>Month</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year-to-Date Budget Variance</th>
<th>% Increase or (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$637,283</td>
<td>$798,916</td>
<td>$161,633</td>
<td>25.36%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>752,132</td>
<td>-</td>
<td>-752,132</td>
<td>-100.00%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>612,854</td>
<td>-</td>
<td>-612,854</td>
<td>-100.00%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>604,186</td>
<td>-</td>
<td>-604,186</td>
<td>-100.00%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>778,984</td>
<td>-</td>
<td>-778,984</td>
<td>-100.00%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>524,277</td>
<td>-</td>
<td>-524,277</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>571,662</td>
<td>-</td>
<td>-571,662</td>
<td>-100.00%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>629,933</td>
<td>-</td>
<td>-629,933</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>588,374</td>
<td>-</td>
<td>-588,374</td>
<td>-100.00%</td>
</tr>
<tr>
<td>APR 19</td>
<td>520,255</td>
<td>-</td>
<td>-520,255</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>555,675</td>
<td>-</td>
<td>-555,675</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>554,385</td>
<td>-</td>
<td>-554,385</td>
<td>-100.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,330,000</strong></td>
<td><strong>$798,916</strong></td>
<td><strong>(6,531,084)</strong></td>
<td><strong>-89.10%</strong></td>
</tr>
</tbody>
</table>

#### Prior Year vs. Current Year FY2019

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY18</th>
<th>Actual FY19</th>
<th>(Inc/Dec) from Prior Year to Current Year</th>
<th>% Increase or (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$710,922</td>
<td>$798,916</td>
<td>$87,994</td>
<td>12.38%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>843,852</td>
<td>-</td>
<td>(843,852)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>669,620</td>
<td>-</td>
<td>(669,620)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>658,919</td>
<td>-</td>
<td>(658,919)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>881,679</td>
<td>-</td>
<td>(881,679)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>559,911</td>
<td>-</td>
<td>(559,911)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>621,205</td>
<td>-</td>
<td>(621,205)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>682,867</td>
<td>-</td>
<td>(682,867)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>655,087</td>
<td>-</td>
<td>(655,087)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>APR 19</td>
<td>571,516</td>
<td>-</td>
<td>(571,516)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>596,378</td>
<td>-</td>
<td>(596,378)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>607,593</td>
<td>-</td>
<td>(607,593)</td>
<td>-100.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,059,548</strong></td>
<td><strong>$798,916</strong></td>
<td><strong>(7,260,632)</strong></td>
<td><strong>-90.09%</strong></td>
</tr>
</tbody>
</table>
North Central Regional Transit District  
Gross Receipts Revenue- By County  
As of July 31, 2018  
FY2019 (July 1, 2018 to June 30, 2019)  

**LOS ALAMOS COUNTY**

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$215,014</td>
<td>$167,048.03</td>
<td>$246,238</td>
<td>$31,224</td>
<td>$79,190</td>
</tr>
<tr>
<td>AUG 18</td>
<td>276,922</td>
<td>215,145.04</td>
<td></td>
<td>-</td>
<td>(276,922) (215,145)</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>127,129</td>
<td>98,768.79</td>
<td></td>
<td>-</td>
<td>(127,129) (98,769)</td>
</tr>
<tr>
<td>OCT 18</td>
<td>121,353</td>
<td>94,281.25</td>
<td></td>
<td>-</td>
<td>(121,353) (94,281)</td>
</tr>
<tr>
<td>NOV 18</td>
<td>334,441</td>
<td>259,833.21</td>
<td></td>
<td>-</td>
<td>(334,441) (259,833)</td>
</tr>
<tr>
<td>DEC 18</td>
<td>36,324</td>
<td>28,220.73</td>
<td></td>
<td>-</td>
<td>(36,324) (28,221)</td>
</tr>
<tr>
<td>JAN 19</td>
<td>100,116</td>
<td>77,782.18</td>
<td></td>
<td>-</td>
<td>(100,116) (77,782)</td>
</tr>
<tr>
<td>FEB 19</td>
<td>102,279</td>
<td>79,462.59</td>
<td></td>
<td>-</td>
<td>(102,279) (79,463)</td>
</tr>
<tr>
<td>MAR 19</td>
<td>189,345</td>
<td>147,105.20</td>
<td></td>
<td>-</td>
<td>(189,345) (147,105)</td>
</tr>
<tr>
<td>APR 19</td>
<td>124,148</td>
<td>96,452.99</td>
<td></td>
<td>-</td>
<td>(124,148) (96,453)</td>
</tr>
<tr>
<td>MAY 19</td>
<td>53,389</td>
<td>41,479.13</td>
<td></td>
<td>-</td>
<td>(53,389) (41,479)</td>
</tr>
<tr>
<td>JUN 19</td>
<td>121,533</td>
<td>94,420.87</td>
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<td>-</td>
<td>(121,533) (94,421)</td>
</tr>
<tr>
<td></td>
<td>$1,801,994</td>
<td>$1,400,000</td>
<td>$246,238</td>
<td>$ (1,555,756)</td>
<td>$ (1,153,762)</td>
</tr>
</tbody>
</table>
### Gross Receipts Revenue - By County

**Gross Receipts Revenue - By County**

North Central Regional Transit District
Gross Receipts Revenue - By County
As of July 31, 2018
FY2019 (July 1, 2018 to June 30, 2019)

### RIO ARRIBA COUNTY

<table>
<thead>
<tr>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$ 47,069</td>
<td>$ 38,636</td>
<td>$ (477,541)</td>
</tr>
<tr>
<td>AUG 18</td>
<td>43,519</td>
<td>-</td>
<td>(491,364)</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>43,970</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>OCT 18</td>
<td>48,121</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>NOV 18</td>
<td>50,166</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>DEC 18</td>
<td>42,469</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>JAN 19</td>
<td>43,502</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>FEB 19</td>
<td>48,097</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>MAR 19</td>
<td>34,905</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>APR 19</td>
<td>35,149</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>MAY 19</td>
<td>39,737</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>JUN 19</td>
<td>39,237</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

**Total: $516,177 $ 530,000 $ 38,636 $ (477,541) $ (491,364)**

---

### Graphical Representation

[Graph showing Gross Receipts Revenue for RIO ARRIBA COUNTY from JUL 18 to JUN 19]
### North Central Regional Transit District

**Gross Receipts Revenue - By County**

As of July 31, 2018

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

**SANTA FE COUNTY**

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$ 382,000</td>
<td>$ 355,934</td>
<td>$ 445,926</td>
<td>$ 63,926</td>
<td>$ 89,992</td>
</tr>
<tr>
<td>AUG 18</td>
<td>440,066</td>
<td>410,037</td>
<td></td>
<td>(440,066)</td>
<td>(410,037)</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>418,301</td>
<td>389,758</td>
<td></td>
<td>(418,301)</td>
<td>(389,758)</td>
</tr>
<tr>
<td>OCT 18</td>
<td>408,961</td>
<td>381,055</td>
<td></td>
<td>(408,961)</td>
<td>(381,055)</td>
</tr>
<tr>
<td>NOV 18</td>
<td>415,851</td>
<td>387,475</td>
<td></td>
<td>(415,851)</td>
<td>(387,475)</td>
</tr>
<tr>
<td>DEC 18</td>
<td>405,811</td>
<td>378,120</td>
<td></td>
<td>(405,811)</td>
<td>(378,120)</td>
</tr>
<tr>
<td>JAN 19</td>
<td>401,313</td>
<td>373,929</td>
<td></td>
<td>(401,313)</td>
<td>(373,929)</td>
</tr>
<tr>
<td>FEB 19</td>
<td>443,285</td>
<td>413,037</td>
<td></td>
<td>(443,285)</td>
<td>(413,037)</td>
</tr>
<tr>
<td>MAR 19</td>
<td>358,636</td>
<td>334,164</td>
<td></td>
<td>(358,636)</td>
<td>(334,164)</td>
</tr>
<tr>
<td>APR 19</td>
<td>346,691</td>
<td>323,034</td>
<td></td>
<td>(346,691)</td>
<td>(323,034)</td>
</tr>
<tr>
<td>MAY 19</td>
<td>422,307</td>
<td>393,490</td>
<td></td>
<td>(422,307)</td>
<td>(393,490)</td>
</tr>
<tr>
<td>JUN 19</td>
<td>386,328</td>
<td>359,966</td>
<td></td>
<td>(386,328)</td>
<td>(359,966)</td>
</tr>
</tbody>
</table>

$ 4,829,550 $ 4,500,000 $ 445,926 $ (4,383,624) $ (4,054,074)
### TAOS COUNTY

#### Actual FY18  | Budget FY18 | Actual FY18 | Inc/(Dec) from Prior Year to Current Year | Year-to-Date Budget Variance

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$66,839</td>
<td>$65,972.04</td>
<td>$68,116</td>
<td>$1,277</td>
</tr>
<tr>
<td>AUG 18</td>
<td>83,346</td>
<td>82,265</td>
<td>-</td>
<td>(83,346)</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>80,220</td>
<td>79,179</td>
<td>-</td>
<td>(80,220)</td>
</tr>
<tr>
<td>OCT 18</td>
<td>80,485</td>
<td>79,441</td>
<td>-</td>
<td>(80,485)</td>
</tr>
<tr>
<td>NOV 18</td>
<td>81,220</td>
<td>80,167</td>
<td>-</td>
<td>(81,220)</td>
</tr>
<tr>
<td>DEC 18</td>
<td>75,307</td>
<td>74,330</td>
<td>-</td>
<td>(75,307)</td>
</tr>
<tr>
<td>JAN 19</td>
<td>76,273</td>
<td>75,284</td>
<td>-</td>
<td>(76,273)</td>
</tr>
<tr>
<td>FEB 19</td>
<td>89,205</td>
<td>88,048</td>
<td>-</td>
<td>(89,205)</td>
</tr>
<tr>
<td>MAR 19</td>
<td>72,201</td>
<td>71,265</td>
<td>-</td>
<td>(72,201)</td>
</tr>
<tr>
<td>APR 19</td>
<td>65,528</td>
<td>64,678</td>
<td>-</td>
<td>(65,528)</td>
</tr>
<tr>
<td>MAY 19</td>
<td>80,708</td>
<td>79,662</td>
<td>-</td>
<td>(80,708)</td>
</tr>
<tr>
<td>JUN 19</td>
<td>60,495</td>
<td>59,710</td>
<td>-</td>
<td>(60,495)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$911,827</strong></td>
<td><strong>$900,000</strong></td>
<td><strong>$68,116</strong></td>
<td><strong>($843,711)</strong></td>
</tr>
</tbody>
</table>

North Central Regional Transit District
Gross Receipts Revenue - By County
As of July 31, 2018
FY2019 (July 1, 2018 to June 30, 2019)
North Central Regional Transit District
Grant Revenue - By Month
As of July 31, 2018
FY2019 (July 1, 2018 to June 30, 2019)

<table>
<thead>
<tr>
<th></th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year-to-Date Budget Variance</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$168,529</td>
<td>$99,705</td>
<td>$(-68,824)</td>
<td>59.16%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>180,587</td>
<td>-</td>
<td>(-180,587)</td>
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</tr>
<tr>
<td>SEPT 18</td>
<td>247,616</td>
<td>-</td>
<td>(-247,616)</td>
<td>0.00%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>176,941</td>
<td>-</td>
<td>(-176,941)</td>
<td>0.00%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>169,900</td>
<td>-</td>
<td>(-169,900)</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>204,810</td>
<td>-</td>
<td>(-204,810)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>233,369</td>
<td>-</td>
<td>(-233,369)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>197,074</td>
<td>-</td>
<td>(-197,074)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>278,783</td>
<td>-</td>
<td>(-278,783)</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 19</td>
<td>203,918</td>
<td>-</td>
<td>(-203,918)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>423,187</td>
<td>-</td>
<td>(-423,187)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>951,507</td>
<td>-</td>
<td>(-951,507)</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$3,436,221</td>
<td>$99,705</td>
<td>$(3,336,516)</td>
<td>2.90%</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$(51,377)</td>
<td>65.99%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>(161,892)</td>
<td>0.00%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>(221,981)</td>
<td>0.00%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>(158,623)</td>
<td>0.00%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>(152,311)</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>(183,607)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>(209,209)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>(176,672)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>(249,922)</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 19</td>
<td>(182,807)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>(379,376)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>(853,001)</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$2,980,778</td>
<td>3.24%</td>
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</tbody>
</table>
### Operating Expenses FY18 - FY19

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc (Dec) 2018 vs 2019</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$305,477</td>
<td>$319,233</td>
<td>$197,554</td>
<td>($107,923)</td>
<td>($121,679)</td>
<td>61.88%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>288,854</td>
<td>301,862</td>
<td>-</td>
<td>(288,854)</td>
<td>(301,862)</td>
<td>0.00%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>582,554</td>
<td>608,788</td>
<td>-</td>
<td>(582,554)</td>
<td>(608,788)</td>
<td>0.00%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>498,698</td>
<td>521,156</td>
<td>-</td>
<td>(498,698)</td>
<td>(521,156)</td>
<td>0.00%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>1,121,952</td>
<td>1,172,477</td>
<td>-</td>
<td>(1,121,952)</td>
<td>(1,172,477)</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>532,522</td>
<td>556,503</td>
<td>-</td>
<td>(532,522)</td>
<td>(556,503)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>1,077,633</td>
<td>1,126,162</td>
<td>-</td>
<td>(1,077,633)</td>
<td>(1,126,162)</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>538,627</td>
<td>562,883</td>
<td>-</td>
<td>(538,627)</td>
<td>(562,883)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>904,175</td>
<td>944,892</td>
<td>-</td>
<td>(904,175)</td>
<td>(944,892)</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 19</td>
<td>873,562</td>
<td>912,901</td>
<td>-</td>
<td>(873,562)</td>
<td>(912,901)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>829,014</td>
<td>866,346</td>
<td>-</td>
<td>(829,014)</td>
<td>(866,346)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>1,291,112</td>
<td>1,349,254</td>
<td>-</td>
<td>(1,291,112)</td>
<td>(1,349,254)</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$8,844,180</td>
<td>$9,242,457</td>
<td>$197,554</td>
<td>($8,646,626)</td>
<td>($9,044,903)</td>
<td>2.14%</td>
</tr>
</tbody>
</table>

### Administrative Expenses FY18 - FY19

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc (Dec) 2018 vs 2019</th>
<th>Year to Date Budget Variance</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$99,486</td>
<td>$123,633</td>
<td>$61,262</td>
<td>($38,224)</td>
<td>($62,371)</td>
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<td>107,481</td>
<td>133,568</td>
<td>-</td>
<td>(107,481)</td>
<td>(133,568)</td>
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</tr>
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<td>SEPT 18</td>
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<td>(148,371)</td>
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<td>(103,590)</td>
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<tr>
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<td>FEB 19</td>
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<tr>
<td>MAR 19</td>
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<tr>
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<tr>
<td>MAY 19</td>
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<tr>
<td>JUN 19</td>
<td>152,611</td>
<td>189,653</td>
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<td>(152,611)</td>
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<tr>
<td></td>
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### Capital Expenses FY18 - FY19

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc (Dec) 2018 vs 2019</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
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<td>(6,101)</td>
<td>0.00%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>NOV 18</td>
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<td>(125,258)</td>
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<tr>
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</tr>
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<td>(74,091)</td>
<td>0.00%</td>
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<td>MAY 19</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>604,955</td>
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<td>-</td>
<td>(604,955)</td>
<td>(1,229,876)</td>
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<tr>
<td></td>
<td>$1,084,584</td>
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<td>$10,096</td>
<td>($1,074,488)</td>
<td>($2,194,868)</td>
<td>0.46%</td>
</tr>
</tbody>
</table>
Roll Call

Approval of Agenda

Call to Order

Items for Discussion/Recommendation

A. Review of Updated Personnel Rules and Regulations
   Sponsor: Dora Anaya, Director of Human Resources and Peter Dwyer, Legal Counsel
   Attachment

   Ms. Anaya brought forth recommendations for approval of a resolution for the adoption of an
   amendment to the personnel rules regarding dating. Ms. Anaya stated that there had not been
   any feedback from the Board members since the last board meeting.

   Mr. Dwyer summarized the changes as a disclosure requirement in the instance that the dating
   relationship results in the appearance of impropriety, as suggested by the finance committee.
   The result is a hybrid recommendation that combines the restriction of dating between
supervisors and employees, it also adds the matter of vendor relationships that may involve any appearance of impropriety.

Mr. Cordova approved the addition of the procurement language.

Mr. Maggiore added that it’s not overly cumbersome, clean, and easy to follow and moved to forward to the board.

**Antonio Maggiore made a motion to forward this item to the full board. Leandro Cordova seconded the motion and it passed by voice vote.**

**B. Review of Revised Financial Report**

*Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director*  
*Attachment*

Mr. Ordoñez began by stating that in an effort to make the financial report more concise and show more relevant information, the financial report had been revised.

Directing attention to page 12, the revised report presents information in an income statement format which compares revenue and expenses, and budgeted amounts with the prior year, he explained that one of the challenges of the current report and why it’s so repetitive in nature is because variances are interrelated with each other meaning that if we don’t show revenue earned is because we haven’t incurred the expense, or you don’t incur the expense because you haven’t received the revenue. This new format may be better as it explains the variances up front.

Mr. Cordova stated he likes the look of the report as it makes any discrepancies clear, actuals aren’t hidden and the report translates to just about anybody.

Mr. Ordoñez then asked for feedback on the highlighted Current Year actuals columns. Does the highlight draw the attention?

Mr. Cordova answered that it brings you to what you really want to see and approves.

Mr. Maggiore and Mr. Moreno agreed.

Mr. Ordoñez moved on the prior year to current year comparison, then budget to actuals reports, asking if separate tables and columns are adequate.

Mr. Maggiore answered that on the graphs his eye goes to the darker colors so he would like to see the current year Actual in darker bluer, and asked Mr. Ordoñez to swap the colors of the FY17 and FY18 columns, so the lighter blue color shows the prior year and a different color, green, shows the budget year.

Mr. Cordova and Mr. Moreno agreed.

Mr. Ordoñez then asked if a separate table that presented amounts from the prior year was adequate.

Mr. Maggiore answered that the way it is on page 15 is fine as it is combined into one table.
Mr. Cordova agreed and offered that this is also how he break it down for his county.

Mr. Ordoñez stated that NCRTD is not currently reporting on prior years and that additional columns were added to show Actuals as they increase and decrease year to year.

Mr. Maggiore, Mr. Moreno, and Mr. Cordova agreed that it is useful information.

Mr. Ordoñez turned attention to page 18, Grant Revenues, and asked if one table is adequate.

Mr. Maggiore stated that as it is a minimal amount of revenue, it can be presented biannually as a general overview on page 12.

Mr. Ordoñez turned attention to page 19 and asked if expenses should be broken down into separate pages or condensed onto one sheet as well as the number of prior years they wanted to see.

Mr. Cordova answered that beyond one year, the graph helps him. But, he could see it adding 3 or more pages to the report. Also, it would allow you see an anomaly in a previous year which would alleviate questions to you.

Mr. Moreno noted that the report is not a quick read, one has to settle into what is being read.

Mr. Mortillaro asked if past actuals are relevant as NCRTD is reporting on what is happening this year and compare it to what is budgeted for, thereby offering one year of actuals in FY 17.

Mr. Cordova replied that looking back two years is relevant in the instance of an anomaly and in that event, we want to show that and address any questions.

Mr. Maggiore added that when we get to a full year, July to March, we will have 3 more rows on each table, how busy is the page going to look? That was his only concern. We might want to break it up into separate pages.

Mr. Cordova added that this report could be presented quarterly, biannually or annually to show a trend. Not sure how much use this will get until there is a reason to look back, then present it.

Mr. Mortillaro asked if the information on past years is important after the budget has been adopted.

Mr. Cordova replied that it is just as a gauge.

Mr. Moreno added that if you’re referring to FY15 due to an anomaly, that should have been dealt with and discussed at that time, and if the need arose to have to go back in time, we have all the data. The first 2 years could be nixed, not an average, just drop one or two on the left.

Mr. Maggiore agreed.

Mr. Ordoñez summarized, report it on the mid-year, not monthly.

Mr. Maggiore, Mr. Cordova, and Mr. Moreno agreed.
Mr. Cordova added that he likes to look at Budget-Actual. If you have an anomaly- if you blow up your budget in the 3rd or 4th month of your fiscal year - and you don’t adjust the budget to mid-year, it’s almost worthless to compare budget to actual until you adjust back to the anomaly.

Mr. Maggiore and Mr. Moreno agreed.

Mr. Ordoñez agree to include the data in the mid-year review, as one page and above a 8 point size font.

He stated that the new report won’t be implemented until the first month of FY19, but he will bring in a draft with the recommendations at the next meeting with a full year’s data.

Mr. Maggiore suggested that combining the first three months into the first quarter to see the more recent month-to-month would be useful. July to September has already been seen which could shrink into Quarter 1 and keep the formatting similar. This is what Board members should be focused on.

To clarify, Mr. Mortillaro said that when reporting the fourth month, roll the previous three months into the first quarter total.

Mr. Maggiore confirmed.

Mr. Mortillaro asked for a summary from Mr. Ordoñez on the auditor situation.

Mr. Ordoñez explained, “I came on board last year towards the end of the calendar year and the beginning of the previous audit. Financial statements had to be ready by December 11th and the auditors were not as responsive as I expected, it seemed as they were under a lot of pressure from other engagements. Throughout the engagement there wasn’t a lot of communication, which was my biggest issue with them. And due to changes in audit staff we had to give them items that had already been uploaded on their PBC website and or emailed repeatedly. They also made several changes to financial statements without communicating the changes to us and they wouldn’t respond to when the changes were questioned. It took months for them to the send CAFR documents to the Federal Audit Clearinghouse. Additionally, we requested several times a PowerPoint for their Board Presentation, in fact, I sent the Hinkle & Landers presentation to them so all they had to do was replace some of the numbers and screenshots with their own; they assured us several times that they would have it ready. When they showed up to the Board meeting they had no presentation to offer, we were not happy. They were completely unprepared and we were embarrassed by their presentation. A few months after, we put together a letter with our expectations and sent it to them before renewing the contract. In the letter we included communication methods and guidelines e.g. they needed to respond to our emails within 3 business days. After we sent the letter, we began receiving notices about the submission of our single audit which meant that they did not file it within 30 days after the issuance of the audit report. By then it had been 3 months, while it was accepted and we weren’t fined or warned of any in violation, GAAP regulations state that the single audit reports have to be submitted 30 days after the financial statement is completed. We had a conference call with Ricci, they responded that they would make it better, that our requests were reasonable, but then a month and a half later, they said that due to unforeseen circumstances they would not be able to do our audit this year; they were supposed to start working on the audit in July.
Mr. Cordova explained that now we’re looking at an audit finding because of their inability to give an answer prior to the deadline the state auditor has in place. If you have to hire a new auditor now, after May 1st, it’s not your fault but, you’re probably going to get a finding for it.

Mr. Ordoñez agreed and continued, the state auditor is aware of this and NCRTD is going to try to get an extension and try to get Hinkle & Landers back, if not, there are a couple of CPA firms that we’ll reach out to. Fortunately, NCRTD doesn’t have to go through a RFP process since it’s under $60,000. In speaking with the attorney at the State Auditor’s office, she asked if we were asking for an exception because it warrants one.

Mr. Cordova stated that Hinkle has a lot of new contracts, they are so busy now it would be hard for them to come in. NCRTD is a good audit; two months ago, you would have had a line out the door with potential auditors. Now, it’s going to be hard. You got a bad deal here and it’s not fair to you as an organization, but you’re doing the right thing.

C. **Input for Revised Operating Reports**

*Sponsors: Anthony J. Mortillaro, Executive Director and Delilah Garcia, Director of Operations*

*Attachment*

Mr. Mortillaro commented that the performance reports began in 2012 and NCRTD worked with the Finance Subcommittee to get input for relevance to present to the board.

Ms. Garcia began by stating that we are a very unique transit system in the way we operate and report and have researched various transit agencies across the nation to find there aren’t many that report performance measures, they don’t have the benchmarking.

*She distributed a sampling from Rio Metro (handout) shows their effort to compare with ours.*

Further, she explained, Metro Transit of Texas wraps their perf measures into a financial packet which minimizes the performance component. We want to start looking at on-time performance to report to the board, to the public, and to the customer in order to give them a look into our operation.

Adept and Avail data needs to beefed-up now that we have the whole ITS system installed and because of the service area that we cover, it’s hard to wrap on-time performance into the system as a whole, rather, it must be done on a route by route basis. There is a lot of construction in some service areas which will affect performance in one route, the rest will be fine.

Mr. Mortillaro explained that we can look at on-time performance on a stop-basis and on a route-basis; we have discussed establishing an overall standard that we would like to reach and use that on-time performance standard not only for the routes, but as a performance tool for employees. Traffic, accidents, and construction are factors that all affect the on-time performance. But, we can start pulling the data and reporting as you might find it helpful in gauging how we’re doing. It gives ‘did we leave the gate on time’, ‘did we arrive at our destination on time’, and a look at percentages. The airlines operate similarly.

Mr. Moreno added that when you’re late for work, it’s human nature to be angry, but if the bus is early or on-time, you don’t get points for that.
Mr. Mortillaro added that our rule is never leave a stop early, a little bit late is okay, you don’t know if someone is rushing to get there.

Ms. Garcia stated that if a passenger calls us to let us know that the bus left early, we can look at the bus’s footprint to confirm that. We will turn the bus around to pick up the passenger if it’s running ahead of schedule. Our schedule is our schedule.

Mr. Maggiore added that you don’t gain anything getting there faster, it’s about leaving that spot at the same time every day.

Ms. Garcia agreed and added that it causes problems for us if the bus runs ahead of schedule. We want to be on-time, not ahead, and not behind.

Mr. Cordova observed that in 2012 there wasn’t any data to compare, is it now beneficial that you have good data, that you can compare yourself to yourself, versus comparing yourself to Valencia and others, and it makes sense to show where we were three years ago and where are we now, but I don’t think we need to go all the way back to 2012, it has already fixed itself. He offered the idea of getting your own data and doing a comparison of yourselves with some obvious benchmarks to show improvements that have been made internally and to show how far ahead we are from other transit systems.

Mr. Mortillaro offered, take for instance, cost per mile. We compare to those two benchmarks.

Mr. Cordova clarified that the cost per mile doesn’t do anything for me now because your benchmarks are flat, averaged out. I see the fluctuations in your cost per mile and it discounts the rest of the graph.

See page 26.

Ms. Garcia explained that the Dial a Ride, Paratransit, and Demand services are always going to be a lot higher than the Fixed Route because it’s a higher expense to provide. If we’re going to compare ourselves, we need to break it out because Demand can be less expensive, we can put more people on the bus with shared trips; Paratransit passengers are trying to reach a specific place at a specific time and we can’t always accommodate the need.

Mr. Moreno asked for clarification of the different types.

Ms. Garcia explained that for the prescheduled pickups, NCRTD requires an hour notice for Dial a Ride, one day notice for both Paratransit and Demand trips; the Fixed routes are fixed timelines and locations.

Mr. Maggiore remarked that this type of reporting isn’t apparent in other organizations, they aren’t comparing themselves to others. We should be aware of what other organizations are doing, but I don’t think we need to directly compare ourselves to them because there is no other organization like us.

Mr. Mortillaro added that once APTA gets their benchmarking program going, there will be an opportunity to bring back the discussion of what data is out there on a national level and how it is relevant for us.

Mr. Maggiore, Mr. Cordova, and Mr. Moreno agreed.
Ms. Garcia referred to a monthly expenditure report issued by Mr. Ordoñez and would the committee like something similarly broken down?

See page 25

Mr. Cordova answered, no, I’d rather see your cost per mile on Paratransit and Demand all put together so I can see efficiencies rather than this breakdown of total operations where you can’t even see Paratransit.

Mr. Maggiore agreed that Paratransit barely registers as shown.

Mr. Mortillaro offered, take out page 25, but enhance pages 26 and 27, take out the benchmarks, and just show Paratransit and Demand, so they can compare those two.

Mr. Cordova agreed with this suggestion and noted that you also get your cost per unit which is more meaningful.

Further, Mr. Maggiore suggested that instead of the two flat benchmark lines, let’s have one other line for past years as a tracking so we have that to compare and see trends.

Ms. Garcia asked if Dial a Ride should be broken out too; Demand is a primary service for Espanola, Rio Arriba County within a 15 mile radius from the Espanola Transit Center, curb to curb for $1 each way.

Mr. Maggiore asked if Demand and Dial a Ride are the same.

Ms. Garcia replied that no, they’re not. We’re piloting a Demand service in Taos, it’s $1, it follows a ¾ mile radius that the existing Paratransit service provides. Dial a Ride is specific to Pojoaque and Nambé area. There was a fixed route at one point, but ridership was low. It was deemed part of the 5 year service study that the Pojoaque and Nambé service turned into Dial a Ride. We require a 1 hour call-ahead and it’s fare free.

Mr. Maggiore, to clarify, there is no cost for Dial a Ride, and Demand has a cost.

Ms. Garcia explained that Paratransit is an ADA-eligible service, they have to apply for it and be certified.

Mr. Maggiore noted that currently we’re tracking Demand and Paratransit. ADA is grant funded, but we don’t see the Demand operating cost per vehicle mile and that’s one that we do want to see; we’re collecting fares and want to compare to see if we’re getting enough trips to balance the cost.

Mr. Cordova and Mr. Moreno agreed.

Mr. Maggiore added that as we move forward, as appealing as $1 a ride is, it’s not forever going to be maintainable. We need to have a way to say that now is the time to change it to $2 a ride. We have to be able to see where we’re at and not just subsidizing loss.

Mr. Cordova and Mr. Moreno agreed.
Ms. Garcia stated that if we see that we’re picking up people from a specific point on a regular basis, it’s an indicator that we might want to add a fixed route or some type of service to that area. Demand service in Clovis is 100% Demand. Once you offer it, it’s really hard to peel back as people are so used to it. In 20 plus years, Clovis has not been able to pull away from Demand. They’re operating fixed route service on a schedule.

Mr. Moreno asked for metrics recommendations.

Mr. Mortillaro agreed and added that NCRTD wants your input and will come back at a later meeting with a revised report, then tweak the reports it so they are relevant and informative, then finalize it.

Mr. Moreno continued with on-time performance is one metric; the Dial a Ride is two; trip cost is three.

Mr. Mortillaro added that we can also report accidents, but there won’t be a prior year.

See page 42

Ms. Garcia stated that we break those down by minor and major, and we had an accident at 113,000 miles. We’re doing above FTA benchmarks.

Mr. Maggiore added that we should have the previous year, they will all overlay each other.

Mr. Mortillaro said that we can do this as a combined chart showing each month in a bar, then show the FTA requirement as a line so they don’t crunch into each other.

Mr. Moreno suggested two years worth of data.

Mr. Mortillaro agreed to try that and offered to report on a quarterly basis.

Mr. Maggiore, Mr. Cordova, and Mr. Moreno agreed.

Mr. Cordova asked if this is the time of year that you’re buying buses?

Ms. Garcia answered yes, in the Fall and Winter as the funding comes in at the 1st quarter of the federal fiscal year. The buses are delivered in the summer, now is when we’re paying for them, and you’ll start to see a dip in miles because the new vehicles are put into the system once they pass post-delivery inspection.

Mr. Maggiore observed the Rail Runner’s reporting for their carbon footprint and asked how hard that is that to calculate as it would be good public relations and a good number to track in the long term.

Mr. Mortillaro offered that we calculate it for the year in our annual report and could do it quarterly as well. I’d also like to have a discussion with the Board about when we can move into electric.

Mr. Cordova and Mr. Moreno agreed.
Ms. Garcia, referring to page 39 on Spare Ratios, said that we have to have backup vehicles in these garages. We have to have 37 buses during peak services every day and need 7 backups in the event a bus breaks down. The FTA requires 20%.

Mr. Maggiore asked if there is a way to convey that if a bus breaks down en route, it takes no more than 40 minutes, for example, to get a spare to that end point?

Mr. Mortillaro exclaimed this as an excellent point, and we want to convey that to the customer.

Ms. Garcia added that also including how many vehicles are down for maintenance could be reported as well. Further, she stated that as we move into building the maintenance facility we can we reduce the number of spares and maintain our efficiencies with internal maintenance.

Mr. Mortillaro added that is what we submitted to the FTA in our Benefit Cost Analysis. It means that over the life of this maintenance facility, we can reduce the number of spares which is the benefit over cost.

Mr. Cordova stated that this graph shows that you already exceed what is recommended. What you’re describing now gives me more reason to look at the graph. I didn’t understand how it helped you in your tracking.

Mr. Mortillaro explained that if you’re running Questa during the school year, it’s a 28 passenger bus, and during the summer it’s a 14. During the school year, the spare has to be a 28, not a 14.

Ms. Garcia added that there are a handful of routes that require the large capacity buses, so when they break down, we have only little buses. We have 2 operators to pull out to accommodate the demand.

Mr. Mortillaro, on the subject of ridership reports, asked if they are sufficient or is a simple summary better?

Mr. Maggiore replied that probably, different Board members look at individual routes in their area more than others. It should stay broken out.

Mr. Mortillaro asked if three years of statistics is sufficient or condense it to just the current and prior year?

Mr. Cordova replied that he doesn’t want to eliminate routes, two years plus a trend is useful.

Mr. Maggiore also replied that we could scale back, but there’s something to be said for 2 years plus the current, not three years.

Ms. Garcia asked about the graphs, if they should be broken out?

Mr. Maggiore answered yes, given the wide area we serve, it’s important to show this.

Ms. Garcia asked for input on the ridership reports, acknowledging it is a lot of information.

Mr. Cordova replied that while the report is informational, it’s busy, too many colors, too many months. If there were quarterly data points with the current total, it would be useful.
Mr. Maggiore: Agreed. if you’re going to do this, just do the current year.

Mr. Mortillaro offered that we try a couple different versions only using the current and two prior years.

Mr. Cordova added that we just show all the months in one year and extend it out just once.

Ms. Garcia said, to clarify, FY 17, 18, and 19, and total the number of riders to the right-hand side instead of the bottom of the chart. She also pointed out that the routes are in numerical order - 100 series are Rio Arriba and Jicarilla, 200 is Santa Fe, 300 is Taos County, 400 is Los Alamos, and funded routes at the end of the report.

Mr. Maggiore, Mr. Cordova, and Mr. Moreno agreed.

Mr. Cordova added that if you have an anomaly, we should highlight that.

Ms. Garcia finished by stating, yes, we are always reviewing our data and trends.

No action required.

D. Minutes from April 27, 2018

Draft Minutes

Antonio Maggiore made a motion to accept the minutes as presented with a change to the word “lasso” to read “LASO”. Ed Moreno seconded the motion, with one abstention.

MATTERS FROM THE SUBCOMMITTEE

ADJOURN

NEXT FINANCE SUBCOMMITTEE MEETING: Friday, July 27, 2018

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.
EXECUTIVE REPORT
August 2018

EXECUTIVE

- Met with Santa Fe County staff regarding funding of Mountain Trail route.
- Continued participation in Public Education Campaign planning session for GRT election.
- Continued conducting project meetings for GRT Election, ADA Phase V and VI, Maintenance Facility Design and Construction project, Taos Facility Masterplan, Fleet and Facilities Asset Management Software Acquisition and Short-Range Service Plan update.
- HR Director and I met with Union regarding Janus decision.
- PIO and I met with Tomas Rivera, Chain Breakers, regarding support for GRT election.
- Conference call with Staff and various vendors regarding Micro Transit services.
- Staff and I met with Father Javier Gutierrez regarding bus stop at Holy Cross Church.
- Participated in staff discussions regarding 5310 and 5311 application contents.
- Continued review of Taos Facility draft site plan and study.
- Conducted NMTA Legislative Advocacy subcommittee meeting.
- Continued review of Short Term Service Plan update scope of work.
- Continued discussions on employee staffing issues.
- Participated in NMDOT small transit providers safety conference call.
- Participated in new employee orientations.
- Participated in NMTA Board meeting.
- Attended Rio Metro RTD Board meeting.
- Attended monthly MPO TCC meeting.
- Attended APTA Small Operations Committee (telephonically).
- Met with Attorney and Staff regarding various legal issues and associated documents.
- Met weekly as needed (telephonically) with Board Chair Barrone on various issues.
- Continued review, revision and creation of various NCRTD policies.
- Maintained continuous communication with board members, subcommittee members, and Chair.
- Attendance at various NCRTD staff and subcommittee meetings, including Board, Finance and Tribal subcommittees meeting.
- Addressed a variety of employee human resources issues and prepared memorandums to document district actions.

LEGAL

- Review and assist in preparation of Board Packet materials.
- Improve Contract Form for Purchase of Products with Federal Money.
- Performance Evaluation Work.
- Draft multiple Demand Letters.
- Continue development of Revised Construction Contract forms and Solicitation Documents.
- Continue to provide support to Clerks Regarding Election Process Issues.
- Follow up on CBA related issues in wake of Janus Decision.
- Work on Code of Conduct.
- Research on District Financing Options.
- Compliance with Election Law Requirements.
- Assist in various personnel matters.
- Prepare Legal Updates for Staff Meetings.
- Review various contracts and amendments.
- Revise Trespass Citation Form.
• Prepare letter to District Attorney.
• Analysis of Gift Limitations under various regulatory regimes.
• Update List of Current Work.

MARKETING/PUBLIC INFORMATION

• On-going work with Griffin and Associates for the Public Education Campaign on the Sunset Ballot Question for reauthorization of the RTGRT. Projects included a rack card and fact sheet/backgrounder on the issue, setting up public speaking address to opinion-maker groups throughout the District.
• Participated in the Edgewood Run, Rally, Rock event as well as the Taos Touch-a-Truck event and the NMDOT Wellness Fair.
• Met with/or spoke to Isabel Pena, Taos News; Jayde Swarts, SF Reporter; Scott Hutton, Hutton Broadcasting; Leota Harriman, Edgewood Independent; David Sutton, KRSN; and Dave Darus at KTAO to develop advertising plans for FY2019.
• Developed a 30-second radio spot for KTAO with driver Kiko Martinez doing the read to call out for seasonal drivers on the TSV route.
• Attended the Rio Arriba County Health Council meeting.
• Worked with the City of Espanola, Rio Arriba County and the organizers of the New Normal Life kick-off event at Northern New Mexico Collage to provide RTD bus shuttle service at the August 17th event. Also participated in the health and wellness fair with a table sharing and dispensing information about RTD services. Our participation enabled us to be listed as among the sponsors of the event.
• Submitted to 5310/Black Cat for grant assistance in developing a Travel Training/Mobility Coordinator program.
• Completed sections related to marketing in the NMDOT Technical Assistance and Review Questionnaire in preparation for the NMDOT site visit.
• Met with Tomas Rivera, Chainbreakers Collective to talk about the RTGRT Sunset Ballot Question.
• Worked with Ops to develop a flier with instructions for the parents of Pojoaque students utilizing the Demand service.
• Developed and submitted an ad for the Northern New Mexico HR Association brochure for their annual conference.
• Prepared Mountain Trail on-bus surveys for non-winter service.
• Designed and finalized new District letterhead.
• Marketing and Communication Specialist attended all-day PIO training put on by New Mexico Broadcaster’s Association.
• Created new ads for Taos News, LA Daily Post and Valley Daily Post.
• Began updating the Taos Chile Ride brochure to incorporate the Demand service.
• Issued various rider alerts throughout the month – both print and digital.
• Provided a series of updates to the NCRTD website throughout the month.
• Provided near daily posts and tweets on our Facebook and Twitter pages, as well as Instagram, leading to additional followers and connections to local businesses.
• KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in August excluding Saturdays and Sundays.
• KSWV 810-AM in Santa Fe, :30 sec Mountain Trail and general spots ran 20 times in August as well as 30 :20 sec promos announcing RTD sponsorship during the 7:30 AM drivetime.
• KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in August.
• One banner ad ran in the Taos News and one in Los Alamos Monitor. One 1/8-page ad ran in the Rio Grande Sun. A strip ad ran on the front page of the Locals Section for the New Mexican.
• Continued radio campaign for the month of August on Outlaw Radio. A total of 28 30-second commercials ran within the month.
Ads also continued running on the Taos News website as well as Facebook pages in the Taos County area.
Ads ran in the Chama Valley Times and in the Green Fire Times this month.

OPERATIONS

- Worked on Transit Security estimates and quotes.
- Continued working on Radio Study, reaching out to past vendors and contractors.
- Work with Staff on conducting Behind the Wheel Driver Evaluations.
- Working with NMDOT on Disposal list approvals.
- Follow up with Finance on payment for AVAIL and AAA.
- Working with Steady Networks, Avail and Apollo on data issues.
- Continued meeting with personnel on various issues in Taos.
- Created Supervisor schedules for August and September.
- Assisted with Supervisor Opening/Closing functions.
- Worked on Bus Shelter Procurement evaluations.
- Attended the Run Cutter Course in Flagstaff, AZ.
- Continued setting up and training operations staff on new time keeping system.
- Worked on cost proposal for transportation for the Taos Vortex event.
- Submitted Charter request to NMDOT for approval of the transportation for the Legislative Finance Committee in Taos.
- Processed Return travel from CTAA for staff.
- Processed 2 new employees for the Taos area.
- Worked on Citation for trespassing.
- Dealt with multiple passenger issues.
- Worked on flyer for demand passengers.
- Working on Fall Driver Bid.
- Meeting with Re/Mix.
- Worked on Technical review questionnaire.
- Gathered Site Visit Documents.
- Worked updated performance measures.
- Worked on scheduling CPR/First Aid and Defensive Driving training.
- Updated Org Chart for Operations/Fleet and Facilities.
- Updated job duties for Transit Manager/Supervisor.
- Review daily pre-trip (DVCR) reports.
- Schedule/coordinate preventive maintenance on buses and commuter vehicles.
- Schedule/coordinate repairs on buses and commuter vehicles.
- Assist with opening and supervisor coverage in Espanola.
- Schedule buses for routes.
- Schedule commuters for operators.
- Schedule staff to pick up trash at bus stops.
- Schedule staff to clean, cut weeds, and repair bus stops.
- Coordinate removal of shelter at Apple Shed bus stop.
- Review, process, and submit invoices for payment.
- Review and address Vehicle defect and deficiency reports.
- Review and submit timesheets for staff.
- Schedule leave for staff.
- Schedule facility inspection report.
- Coordinate addressing concerns found in facilities report.
- Request POs as appropriate.
- Disseminate POs as appropriate.
- Coordinate removal of bus stop shelter in Taos for NM-DOT road project.
- Reinstall removed bus stop shelter in Taos.
- Accept delivery of new buses.
- Order fuel cards for new vehicles.
- Provide fleet data as requested in other staff.
- Coordinate wrapping of new buses.
- Coordinate install of components on new buses.
• Coordinate installation of ads on buses.
• Work on needs assessment report for assets management software.
• Coordinate Avail system repairs.
• Coordinate Camera system repairs.
• Work on replacement analysis for 2020 bus replacement.
• Work on new bus estimates (2019 and 2020).
• Conduct interviews for open custodian position.
• Coordinate collage training class for electronics technician.
• Coordinate buses for special events.
• Coordinate fire extinguisher inspection/replacement for all NCRTD vehicles.
• Coordinate fire extinguisher inspection/replacement for all NCRTD buildings.
• Coordinate design and building of interior bike racks for Mountain Trail buses (One installed-one to be installed next week).
• Prepare response and documents for NM-DOT site visit questionnaire.

SERVICE DEVELOPMENT

• July 2018 Ridership Report (via electronic tracking).
• ITS AVL/CAD project work including:
  • Ongoing feedback loop and review with google transit as necessary, email correspondence and discussion related to route modifications, periodic transit feed updates as needed
  • Tally sheet ridership reconciliation as necessary
• Ongoing bimonthly meetings with Santa Fe Trails Staff to provide progress updates, discuss opportunities to collaborate.
• Ongoing quarterly meetings with Los Alamos and Atomic City Transit.
• Represented NCRTD and chaired August NPRTPO meeting (hosted at NCRTD).
• TAP FY18 NMDOT Transit & Rail contract process completed; task order scopes created, cost estimates received, Staff recommendation to award Engineering Services related to TAP and the ADA Transition Plan Update underway.
• Participated in planning discussions for 2018-2019 TSV Green route and potential expansion to non-winter service with VTSV; draft routing and cost estimates to be created.
• Arroyo Seco and Angel Fire service requests submitted to Staff; Staff working with appropriate representatives to advance requests through internal process.
• Usage agreement process begun with Quail Ridge in El Prado for inclusion in pilot Friday and Saturday evening service to operate during the 2018-2019 TSV Green route season.
• Participated in refresher training with scheduling and planning software vendor.
• Collaborated with Human Resources to draft job description for vacant GIS/ITS position, currently under review internally.
• Attended conference call regarding microtransit and available software options.
• Contributed to the Taos Facility Site Review.
• Participated in the Continuum of Care Independent Review Committee.
• Met with Holy Cross Church representative to further explore alternative bus stop locations in neighborhood.
• Represented NCRTD at Gorge Bridge Safety Network public meeting.
• Participated in NMDOT NM68 roadway project plan set PS&E review for
construction anticipated to occur in 2019 and 2020.

- Coordinated with Town of Taos and Paseo Project organizers to schedule special event service.

**HUMAN RESOURCES**

- Celebrated Birthdays and Anniversaries, 8/8/18.
- Three (3) continued Workers’ Compensation issues.
- Assisted employees with EWS issues.
- Partial Disability Request through NMML.
- Contact Northern New Mexico College on supervisor training.
- Evaluation report / submitted to managers and Supervisors.
- Request for Qualifying Events, ERISA.
- September Calendar.
- Advertising for Seasonal Positions.
- Worked with PIO on recruitment radio ads.
- Worked with PIO on recruitment bus wrap.
- September Quotes of the week.
- Processed two (2) new hires.
- New Employee Orientation.
- Processed two (2) terminations.
- Conducted one (1) Exit Interview.
- Created “Stay Interview” for review by Executive Director.
- Above & Beyond – Gift cards to employees.
- August Birthday & Anniversary cards to Employees.
- Set up interviews for Taos Seasonal positions.
- Set up interviews for Custodian.
- Worked with Projects & Grants Manager on job description for GIS/ITS position.
- Worked on Emergency Response Plan and set up meeting for Safety Committee.
- Processed one (1) new hire (custodian).
- Two (2) employment verifications.
- NMDOT Section A – Audit questionnaire completed for HR Section.
- Worked with PIO on NNMHRA brochure ad.
- Completed five (5) life insurance beneficiary updates.
- Three (3) PERA updates.
- Worked with HireRight on a billing mistake correction.
- Reasonable accommodation – ball mouse.
- Ordered badges for employees.
- Meeting with Union regarding Article 21- Abq.
- Completed Training Needs Assessment Form for review by Executive Director.
- Completed Department of Workforce questionnaire for former employee.
- Sent out Non-Selection Letters to candidates
- Interviewed.
- Began achieving personnel files (will be a continuous project).
- August Blue Bus Times.
- Reconciled Bank of America Human Resources Statement.
- Worked on Active Shooter Plan (Continued).
- Updated New Employee Forms – on going.
PARATRANSIT
Performance Measures

for

Fiscal Year 2018

July 2018
DEMAND RESPONSE / PARATRANSIT
Performance Measures for Fiscal Year 2018

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District’s costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives.”

The report data collected is grouped into 3 areas: Demand Response Administrative, Paratransit Operations and Customer Relations:

1. Demand Response Administrative:
   A. Ridership, All Demand Response Routes
   B. Ridership, Demand Response Paratransit
   C. Demand Response Operational Cost
   D. Cost Per Mile
   E. Cost Per Trip

2. Paratransit Operations
   A. Cancellations
   B. Late Cancellations
   C. No-Show
   D. On-Time Performance
   E. Trip Length

3. Customer Relations:
   A. Complaints
   B. Incidents

The closest peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Their covers a large area as does NCRTD giving a close comparable to cost per mile. Their percentage of Demand Response trips are 46% of their total ridership, higher than NCRTD’s at 4.7%, showing a considerable spread on the cost per trip. The FTA benchmarking data used originates from the Rural Transit Fact Book 2014. The data is for 2012 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.
Ridership Tracking of All Demand Response Routes

This measurement tracks the number of rides (trips) taken each month on all the demand response routes within the district. This graph shows the NCRTD demand response ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand.

FY12/13 = 11,374  FY13/14 = 11,941  FY14/15 = 10,164  FY15/16 = 11,937  FY16/17 = 12,017  FY17/18 = 13,896  FY18/19 = 965
This ridership data represents the number of ADA paratransit trips that occurred each month within the demand response routes. This also includes any ADA eligible trips that occurred on the fixed/flex routes. Please note that this an incomplete chart at this time will be updated as ADA Paratransit ridership can be mined from the historical data.

FY 12/13 = 899  FY13/14 = 1,539  FY 14/15 = 2,247  FY 15/16 = 3,230  FY 16/17 = 3,283  FY 17/18= 3,249  FY18/19 = 459
Monthly Demand Response & ADA Paratransit Operational Costs

The NCRTD’s Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the operational costs to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. The operating budget for demand response is 6.97% of the overall operating budget. Each month's operating expenditures are calculated at 6.97% to acquire a crude demand response share. That share is then calculated to a percentage of the actual ADA trips for the month to determine a cost for paratransit. This number will be used to calculate cost per mile and cost per trip.

YEAR TO DATE: FY 18-19 $9,504
Paratransit Operational Cost per Vehicle Mile

The Paratransit Cost per vehicle mile is the total operating costs per month in relation to the percentage of ADA vehicle miles per month traveled. The mileage data is logged daily for each route and compiled into a monthly report. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District’s demand response paratransit route operations. This measurement is a beneficial tool for the planning and operation’s departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 and 5310 funding. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable. Data from the 2015 Rural Transit Data Fact Book with data from 2013 (NTD), specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark.

![Graph showing paratransit operating cost per vehicle mile over months]

- **Monthly Cost per Mile:**
  - JUL: $3.42
  - AUG: $0.00
  - SEPT: $0.00
  - OCT: $0.00
  - NOV: $0.00
  - DEC: $0.00
  - JAN: $0.00
  - FEB: $0.00
  - MAR: $0.00
  - APR: $0.00
  - MAY: $0.00
  - JUNE: $0.00

- **Sandoval/Valencia County:**
  - JUL: $3.99
  - AUG: $3.99
  - SEPT: $3.99
  - OCT: $3.99
  - NOV: $3.99
  - DEC: $3.99
  - JAN: $3.99
  - FEB: $3.99
  - MAR: $3.99
  - APR: $3.99
  - MAY: $3.99
  - JUNE: $3.99

- **Region 6 Total Cost Per Mile:**
  - JUL: $2.11
  - AUG: $2.11
  - SEPT: $2.11
  - OCT: $2.11
  - NOV: $2.11
  - DEC: $2.11
  - JAN: $2.11
  - FEB: $2.11
  - MAR: $2.11
  - APR: $2.11
  - MAY: $2.11
  - JUNE: $2.11
The paratransit cost per trip is computed on a monthly basis by dividing the paratransit monthly operating costs from the paratransit cost (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 and 5310 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable. Data from the 2015 Rural Transit Data Fact Book with data from 2013 (NTD), specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark.

*Data Update to reflect the 2013 National Transit Data Base beginning January 2017*
Performance Measure – Paratransit Operations:

Cancellations, Late Cancellations and No-Shows

Cancellations, Late Cancellations and No-shows by the paratransit rider are tracked as a performance measure. A late cancellation (cancelled within 2 hours of the scheduled trip) is counted as a No-Show. When a rider has accumulated 3 No-Shows in a 30 day period, he/she may be subject to a 30 day suspension of service.

Cancellations = 168  Late Cancellations = 79  No-shows = 21

On Time Performance and Trip Length tracked for scheduling and driver performance. On-Time performance is considered on-time from 10 minutes before to 20 minutes after the scheduled pickup time for the scheduled ride. This is reflected in the percentages of total trips that were early, late and on time. The performance goal for this measure is to attain 90% On-time.

Early = 47.39%  On Time = 48.55%  Late = 3.14%

Trip length is measured to determine the average trip length riders are on the bus during their trip as the rides are shared with other rider’s pick up and drop offs. This is considered acceptable when ride time is not longer than twice the time it would take to make the ride on a fixed route bus. The average trip time on comparable fixed routes is 15 minutes.

Average Trip Length Per Client = 18.28 Minutes, 5.9 Miles On Board
No Commendations for July 2018

**Performance Measure – Customer Relations:**

**Commendations per Month**

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are 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.

### FY 18/19 Number of Commendations

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<th>Driver Performance</th>
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*Miscellaneous - i.e. vehicle operation/type, route design, route schedule*
### Performance Measure – Customer Relations:

#### Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorized by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

#### No Complaints for July 2018

#### FY 18/19 Number of Complaints

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</table>
Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1. A driver radioed dispatch for permission to pick up another passenger on her schedule after realizing she was a little early to pick up one of the passengers on her manifest. Dispatch allowed her permission to leave and go pick up the other passenger. When she returned back to pick up the previous passenger he began yelling and using foul language at the driver. He stated he expected to be picked up at the time he requested, no earlier or later, but at the exact time he requested.

2. Two passengers complained as they got on the bus about not having a later bus after 5pm to pick them up and take them home. The driver tried to explain to the men they would need to call the office and discuss the issue with a supervisor. They appeared to be intoxicated and continued to complain to the driver. The driver mentioned to passengers there were times they have gone for them and they were not at the stop or cancelled as the bus arrived at their location. One of passengers pulled out his camera and pointed it the drivers face and then to the driver trainee. The driver reminded him he too was being recorded.

3. When a ADA passenger was being transported from the seat of the bus to his wheelchair he fell on the floor. (The passenger sat on the seat of the bus at his own request) The driver radioed dispatch to inform them of the situation, also to let them know the passenger called Tribal Police for assistance. The Tribal Police responded and assisted the passenger to his wheelchair.

4. While a driver was picking up a passenger at Dialysis the passenger requested to change his drop off location from his residents to the hospital-emergency room. The night before he had suffered a burn to the face and was suffering with a lot of pain and wanted to be taken to the hospital. The driver radioed dispatch for permission to re-route to the hospital.
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<tr>
<th></th>
<th>Total</th>
<th>Driver-Non Rider</th>
<th>Rider-Rider</th>
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<td>1</td>
<td>0.65%</td>
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Performance Measures

for

Fiscal Year 2018

July 2018
The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District’s costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives.”

The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Related:

1. **Administrative:**
   - A. Ridership, All Funded Routes
   - B. Ridership, NCRTD Operated Routes
   - C. Monthly Expenditures
   - D. Cost Per Mile
   - E. Cost Per Trip

2. **Fleet:**
   - A. Spare Vehicle Ratio
   - B. Average Vehicle Age
   - C. Percentage of “On-Time” PM / Inspections
   - D. Accidents, Major/Minor Tracking

3. **Customer Relations:**
   - A. Complaints
   - B. Incidents

The In-state/local comparable is Sandoval/Valencia Counties which are operated by the Rio Metro Regional Transit District. This benchmark/peer entity was chosen since they are within New Mexico and somewhat similar to rural transit service. The FTA benchmarking data used originates from the Rural Transit Fact Book 2014. The data is for 2012 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.
Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded by the NCRTD are collected by City of Santa Fe and Los Alamos County. This data is forwarded and combined with the data from the District’s operated routes. These numbers are then compiled into a monthly ridership report. This measurement tracks the number of one way trips taken on all the routes within the district. This graph shows the NCRTD combined total ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand. Sandoval/Valencia counties are used local/in-state comparison benchmark, as they are similar in service but smaller in size: a two county service of the Rio Metro Transit District.

Ridership All Funded Routes

<table>
<thead>
<tr>
<th>FY12/13</th>
<th>FY13/14</th>
<th>FY14/15</th>
<th>FY15/16</th>
<th>FY16/17</th>
<th>FY17/18</th>
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<td>43,836</td>
<td>46,374</td>
<td>45,966</td>
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<td>49,034</td>
<td>50,295</td>
<td>42,682</td>
<td>45,202</td>
<td>47,195</td>
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<tr>
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<td>46,680</td>
<td>52,575</td>
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<td>47,152</td>
<td>52,528</td>
<td>45,373</td>
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<td>36,320</td>
<td>34,702</td>
<td>40,393</td>
<td>36,527</td>
<td>34,957</td>
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<tr>
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<td>30,576</td>
<td>40,271</td>
<td>35,509</td>
<td>40,393</td>
<td>37,142</td>
<td>35,640</td>
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<td>37,422</td>
<td>40,794</td>
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<td>44,627</td>
<td>40,320</td>
<td>39,780</td>
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<td>40,449</td>
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<tr>
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<td>43,164</td>
<td>40,830</td>
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<tr>
<td>Apr</td>
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<td>37,248</td>
<td>38,208</td>
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<tr>
<td>May</td>
<td>43,060</td>
<td>43,676</td>
<td>37,447</td>
<td>39,882</td>
<td>42,072</td>
<td>44,829</td>
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<tr>
<td>Jun</td>
<td>42,332</td>
<td>39,934</td>
<td>43,676</td>
<td>43,422</td>
<td>44,829</td>
<td>41,808</td>
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</table>

FY12/13 = 462,173  FY13/14 = 521,843  FY14/15 = 501,936  FY15/16 = 517,684  FY16/17 = 503,011  FY17-18 = 505,700
FY18/19 = 41,808
This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes flex and commuter routes as well as the demand response and paratransit routes. Totaling the number of one way trips on NCRTD routes, allows staff to evaluate effectiveness and to ensure that the service is reaching areas in the district that have high demand for accessible mobility. Sandoval/Valencia counties were selected as a local/in-state comparison benchmark.
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 18-19

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<th>JUL</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
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</tr>
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</table>
Operational Cost per Vehicle Mile

Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures (chart above) and the number of miles travelled for NCRTD operated routes. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District’s route operations. This measurement is a beneficial tool for the planning and operation’s departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties’ annual average are used as a local/in state comparable benchmark, even though their system is smaller than NCRTD. Data from the 2015 Rural Transit Data Fact Book, specifically FTA’s District 6 (our district) annual cost per mile is included as a benchmark. *This Data from 2015 Rural Transit Data Fact Book has been revised for the FY17 year.

*Data Update to reflect the 2013 National Transit Data Base beginning January 2017
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 Española bus (1 trip) and again transfer to the Santa Fe bus in Española (1 trip) for a total of three trips. The cost per trip is computed on a monthly basis by dividing the monthly operating costs from the Monthly Expenditures (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties’ annual average are used as a local/in state comparable benchmark, even though their system is smaller than the NCRTD. Data from the 2015 Rural Transit Data Fact Book, specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark. *This Data from 2015 Rural Transit Data Fact Book has been revised for the FY17 year (data is from 2013).

*Data Update to reflect the 2013 National Transit Database (NTD) beginning January 2017
FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 51 vehicles. NCRTD’s fleet totals 54 and is exempt from this guideline but it is a good benchmark to keep in place. With an annual maximum service of now 37 and a backup fleet of 17, the backup ratio is 45.95%. This higher number is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These backup vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns.
Average Fleet Age

The FTA allows the use of years or mileage to attain usable life. The District uses mileage rather than the year of manufacture because of the large area of the district and the high number of miles traveled on an annual basis. This compares the age of specific kind of vehicles by mileage in accordance to the FTA guidelines. This is useful in fleet replacement planning. The numbers will vary month to month as mileages increase and old vehicles are replaced by new.
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

<table>
<thead>
<tr>
<th>Month</th>
<th>FY 18-19 RTD Maintenance</th>
<th>FTA Recommendation</th>
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</thead>
<tbody>
<tr>
<td>JUL</td>
<td>100</td>
<td>87</td>
</tr>
<tr>
<td>AUG</td>
<td>87</td>
<td>87</td>
</tr>
<tr>
<td>SEPT</td>
<td>87</td>
<td>87</td>
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<tr>
<td>OCT</td>
<td>87</td>
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<tr>
<td>NOV</td>
<td>87</td>
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<td>DEC</td>
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<td>JAN</td>
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<td>MAY</td>
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<td>87</td>
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<tr>
<td>JUN</td>
<td>87</td>
<td>87</td>
</tr>
</tbody>
</table>
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 113,033 Miles Avg. Driven Monthly

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<th>Month</th>
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<th>Minor Accidents</th>
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<td>JUN</td>
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</tr>
</tbody>
</table>

**Last Minor Accident - July 1, 2018**

**Miles Driven since last Minor Accident - 105,734**

**Last Major Accident - July 17, 2018**

**Miles Driven since last Major Accident - 51,044**

*MINOR ACCIDENT DETAIL*  
*07/01/2018* Bus traveling on a narrow road touched rearview mirrors with an oncoming vehicle.

*MAJOR ACCIDENT DETAIL*  
*07/17/18* Bus accelerated to avoid getting stuck in the sand that was washed onto the road, causing damage to the back quarter panel.
Performance Measure – Customer Relations:

Commendations per Month

This performance tracks monthly the compliments received by the Operations Division of the NCRTD. The compliments are received by Operations and Admin staff. These are categorized by the different positions within Operations, and are recognized with an incentive in the “Above and Beyond” recognition program at the NCRTD. Driver’s may use recognition at the time of their evaluation.

Belen DeSanitago and Juan Ortiz were commended for their exemplary service in getting her back home from a location that was not handicap friendly. Also, Flavio Montoya, Mary Diaz, Teresa Secakuku and Carlene Sherwood were commended for the great job they do for the NCRTD. She also commended Cindy Romero-Garcia for being the glue of the NCRTD, keeping the place together. She never thought she would utilize public transportation, but after the experience she has had with the type of service the NCRTD has provided, she is more than pleased with public transportation.

FY 18/19 Number of Commendations

<table>
<thead>
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<th>Month</th>
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<th>Dispatch</th>
<th>Miscellaneous*</th>
<th>Percent VS Ridership</th>
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<tr>
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<td>June</td>
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<tr>
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<td>0</td>
<td></td>
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<td>0</td>
<td>0.004%</td>
</tr>
</tbody>
</table>
Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

The caller stated he has noticed there was a pattern of driver’s harassing Native Americans. Various drivers, male and female don’t give the Native Americans enough time to sit down on the seat before they pull out from a stop. The caller stated he has observed they don’t treat the white people like they do the Native Americans.

<table>
<thead>
<tr>
<th>FY 18/19 Number of Complaints</th>
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<tr>
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<td>June</td>
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<td>Total</td>
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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.

A driver observed a passenger on the bus fidgeting, stomping her feet and moaning like if she was in pain. The driver radioed dispatch to call the paramedics to meet him at the Cities of Gold stop. When they arrived at the Cities of Gold stop the driver gave her some water, quickly she seemed to be more responsive. The paramedics offered to take her to the hospital, but she refused. She continued the route on the bus getting off at the Park N Ride lot.

An elderly woman boarded the bus at Park N Ride going to Chimayo. While in route to Chimayo the woman wasn’t sure where she needed to get off. The woman appeared to be confused. The driver decided for her safety to bring her back to the Park N Ride lot. The Espanola Police Department was called, they notified her son, who then came to pick her up at the Park N Ride.

Two male passengers boarded the bus at the Tierra Amarilla stop going to Chama. In the middle of the route they requested to be dropped off at the Los Brazo’s stop. The driver had already passed the stop and explained to them she was not allowed to drop them off on the side of the road. Both passengers became upset with the driver, telling her racial comments regarding her ethnicity, stating they should be there to help each other. They continued to give the driver a hard time threatening her and cussing at her. She told them if they continued to harass her, she would no longer allow them to ride the bus.

A driver called dispatch notifying them of a sink hole on the road and would need to take a detour.

A passenger who continues to be disruptive with the drivers had another situation with a driver requesting the air-conditioner to be turned on, standing on the bus, and wanting to argue with the driver. She complained there was a strong smell on the bus. The driver asked another driver for lysol spray to disinfect the bus and kill the odor the passenger was complaining about. She then began to complain the fumes of the Lysol spray were getting her sick. The same passenger called the office several times to complain about this same situation. She began to use foul language when talking to supervisors and admin assistant.

A passenger who has had repeated incidents with other drivers began to complain she needed the air conditioner on. The driver explained to her he would turn on the air conditioner once he started the bus. She wasn’t happy with his response and began to give the driver a hard time. This passenger continuously harasses various drivers from various routes.

A driver observed two females standing at the Park N Ride stop arguing as he pulled up to the stop. One of the females began to slap the other one. The female who was being hit got on the bus and sat down. The other female wanted to get on the bus as well, but the driver refused her service.

As a driver approached a bus stop he noticed a male individual writing graffiti on the bus shelter. The driver refused him service.

Westside driver radioed dispatch to have Riverside driver wait at the Park N Ride lot for a few minutes, he had passengers who were wanting to catch the Riverside bus. The Riverside driver never acknowledged the request and left the bus stop.

A driver picked up a passenger at the Dairy Queen stop, the passenger stated he was going to the OhKay Casino. Once they arrived at the OhKay Casino stop the passenger stated he wanted to go to Wal-Mart. When they reached the Wal-Mart stop the passenger changed his mind and wanted to go to the Park N Ride stop. While in route to Park N Ride the passenger fell asleep. The passenger appeared to be intoxicated. The driver radioed dispatch for assistance from the Espanola Police to get him off the bus.

A driver asked a passenger to get off the bus due to touching and harassing another passenger. The rider seemed to be intoxicated.
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<th>Total</th>
<th>Driver-Non Rider</th>
<th>Rider-Rider</th>
<th>Driver-Rider</th>
<th>Non- Rider</th>
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## NCRTD Monthly Ridership Summary

### July 1, 2018 through July 31, 2018

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### Monthly System Totals

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<th>Last Year</th>
<th>% Change</th>
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<tbody>
<tr>
<td>NCRTD Operated</td>
<td>22,789</td>
<td>20,837</td>
<td>9.37%</td>
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<td>NCRTD Funded</td>
<td>19,019</td>
<td>20,951</td>
<td>-9.22%</td>
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<tr>
<td>All Systems Funded</td>
<td>41,808</td>
<td>41,788</td>
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<table>
<thead>
<tr>
<th></th>
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<th>Difference</th>
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<tr>
<td>NCRTD Operated</td>
<td>22,789</td>
<td>20,834</td>
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<tr>
<td>All Systems Funded</td>
<td>41,808</td>
<td>41,785</td>
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### System Daily Averages

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<td>NCRTD Funded</td>
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<td>Systems Total</td>
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### Total Ridership YTD % Change

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<td>Jul-17</td>
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### On Time Performance

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<th>Late</th>
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<tr>
<td>56.28%</td>
<td>13.92%</td>
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