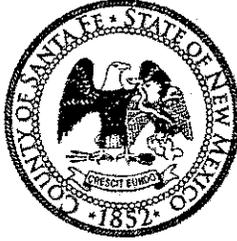


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Rudy N. Garcia
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: December 11, 2018

TO: Board of County Commissioners

FROM: Brett Clavio, Transportation Planner *BC*

VIA: Robert Griego, Planning Manager *RG*
Penny Ellis-Green, Growth Management Director *PEG*
Katherine Miller, County Manager

ITEM: **Memorandum of Agreement between Santa Fe County and the North Central Regional Transit District (NCRTD) to Provide an FY2019 Contribution Of Operational Funding for Route 255- Mountain Trail**

SUMMARY:

On June 26, 2018, the Board of County Commissioners approved Resolution 2018-65, adopting the Fiscal Year 2019 Santa Fe County Transit Plan. The FY19 Transit Plan included the continued operation of Route 255- Santa Fe Mountain Trail. The proposed FY19 County match of \$25,172 is the same amount as was contributed to NCRTD's Route 255 in FY17 and FY18. The FY19 proposed match amount was approved in the FY19 budget through Growth Management Division, Economic Department line item 224-0517-436-5003. Other partners to NCRTD's Route 255 include the City of Santa Fe, which has also committed to contributing \$25,172 towards the operation of Route 255 in FY19 and Rio Metro Regional Transit District, which has committed contributing \$15,000 in FY19. NCRTD has committed \$128,055 of Regional GRT and the use of its vehicles towards the Route in FY19. NCRTD will also use \$75,188 of Federal \$5307 (small urban) funds towards the route.

BACKGROUND:

NCRTD's Route 255- Mountain Trail began service on Sept. 26, 2015 as a recreation-based, eight-month pilot route operating from downtown Santa Fe to the Santa Fe Ski Basin.

Since then, the NCRTD has developed and implemented a year-round, 7-days per week transit service for Rte. 255, consisting of:

- 1) A Winter season, December to April; and
- 2) A Non-Winter season, April to December

At the end of this period, the NCRTD will evaluate the route for service changes. The proposed MOA will provide funds for pilot route operations for FY2019. The significant aspects of the proposed MOA area as follows:

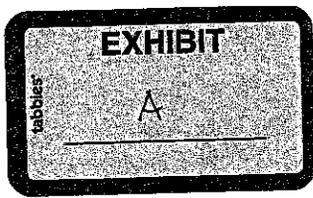
- NCRTD would be required to provide the County with 15 days advance written notice of any Rte. 255 service changes
- Upon any early termination of this MOA, the NCRTD would be required to return the unmatched and unexpended portion of the County's contribution to the County, since the County's funding is specific to Rte. 255- Mountain Trail
- The MOA specifies that the County will transfer \$25,172 in FY2019 economic development funds to the NCRTD

STAFF RECOMMENDATION

Staff recommends approval of the Memorandum of Agreement between Santa Fe County and the North Central Regional Transit District (NCRTD) to Provide an FY2019 Contribution of Operational Funding for Route 255- Mountain Trail and directs staff to process payment to the NCRTD in the amount of \$25,172.

EXHIBITS:

- Exhibit A:** Memorandum of Agreement (MOA) between Santa Fe County and the North Central Regional Transit District (NCRTD) to provide for contribution of funding for the Mountain Trail Route.
- Exhibit B:** BCC Resolution 2018-65- Santa Fe County Transit Service Plan for FY 2019



**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY
AND THE
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
TO PROVIDE FOR CONTRIBUTION OF FUNDING FOR
THE MOUNTAIN TRAIL ROUTE**

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the “Agreement”) is entered into on this ___ day of _____ 2018, by and between Santa Fe County (hereinafter the “County”), a political subdivision of the state of New Mexico, and the North Central Regional Transit District (hereinafter “NCRTD”), a political subdivision of the state of New Mexico created pursuant to NMSA 1978, Section 73-25-1, et seq.

RECITALS

WHEREAS, this Agreement confirms the parties’ commitment and mutual cooperation on regional transit routes; and

WHEREAS, pursuant to the authority in NMSA 1978, Section 73-25-1, et seq., the Regional Transit District Act (the Act) the NCRTD is authorized to finance, construct, operate, maintain and promote an efficient sustainable transportation system; and

WHEREAS, in 2015 the County and NCRTD entered into a Memorandum of Understanding to support the launch, on a trial basis, of NCRTD’s new “Mountain Trail Route;” and

WHEREAS, the Mountain Trail Route provides transit service from the City of Santa Fe to the area at the North end of Hyde Park Road; and

WHEREAS, the Mountain Trail Route was successfully launched but still requires further adaptation and modification to optimize service; and

WHEREAS, the NCRTD wishes to continue to operate the Mountain Trail Route as a premium service that benefits the citizens of Santa Fe County; and

WHEREAS, continued operation of the Mountain Trail Route requires financial contribution and support beyond the NCRTD’s current revenue and the County wishes to contribute funding to the NCRTD for the NCRTD’s continued operation of the Mountain Trail Route; and

WHEREAS, the County will contribute funds to the NCRTD for the continued operation of the Mountain Trail Route in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. SCOPE OF AGREEMENT

A. The NCRTD will:

(1) Operate the Mountain Trail Route in accordance with NCRTD's standards, procedures and policies.

(2) Expend any funding received from the County under this Agreement solely and exclusively for the operation of the Mountain Trail Route.

(3) Further develop, refine and implement year round transit services for a non-winter schedule (commences the day following the close of Ski Santa Fe and concludes the day prior to its opening) and a Winter schedule (effective Thanksgiving Day or upon the opening of Ski Santa Fe through April 2 or the closing of Ski Santa Fe) with 7-day a week service for the Mountain Trail Route. Nothing in this Agreement shall limit NCRTD's ability to amend the route, dates of operation, hours of operation, or service levels depending on the availability of funding, the viability and safety of the Mountain Trail Route and other criteria as determined by NCRTD. NCRTD shall provide the County with 15 days advance written notice of any such changes in the route, dates of operation, hours of operation, or service levels.

B. The County will provide economic development funds in the amount of \$25,172.00 in FY 2019. The transfer of these funds to the NCRTD will be completed no later than December 31, 2018.

2. EXCESSIVE FUNDS

The contribution of funds under this Agreement shall not foreclose the right of the County to recover excessive payment in the event Contractor permanently terminates the operation of the Mountain Trail Route during the term of this Agreement or otherwise breaches this Agreement.

3. EFFECTIVE DATE AND TERM; FUNDING CONTRIBUTION

This Agreement shall become effective upon the date of last signature by the parties and shall terminate December 31, 2019 unless terminated earlier pursuant to Section 4 (Termination) or Section 14 (Appropriations and Authorizations). The parties have the option to mutually agree to extend the term of this Agreement.

If the amount of the contribution stated in 1.B (1) above increases or decreases during the term of this Agreement, the change contribution shall be acknowledged by the parties by an amendment to this Agreement.

4. TERMINATION

This Agreement may be terminated by either party upon written notice delivered to the other party at least 30 days prior to the intended date of termination. Upon termination of this Agreement, any unmatched and unexpended funds that were contributed by the County under this Agreement shall be returned by NCRTD to the County.

5. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

6. NO THIRD-PARTY BENEFICIARIES

The NCRTD and the County are the only parties to this Agreement. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third parties. This Agreement was not intended to and does not create any rights in any persons or party not a party to this Agreement. The parties shall cooperate fully in opposing any attempt by any third person or entity to claim any right, benefit, protection, release, or other consideration under this Agreement.

7. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements or terms or conditions of this Agreement. Each party shall be liable for its own actions in accordance with this Agreement. Neither party shall be responsible for liability incurred as a result of the other party's negligence, acts or omissions in connection with this Agreement. Any liability incurred by the County or NCRTD in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

8. NO WAIVER OF IMMUNITIES, DEFENSES OR PROTECTIONS

Nothing in this Agreement waives or alters any immunities, defenses or protections provided to the County or NCRTD, and their respective employees, agents, commissioners, board members, or officers. No provision of this Agreement shall be deemed a waiver of immunity, an agreement to indemnify the other party, or to create or effect liabilities between the parties.

9. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability applicable to the County or NCRTD and their respective employees, agents,

board members, or commissioners or at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

10. ACCOUNTABILITY

During the term of this Agreement and for a period of six years thereafter, each the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

11. AMENDMENT

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

12. INTEGRATION CLAUSE

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

13. APPLICABLE LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the State District Court of New Mexico, First Judicial District, Santa Fe County or Rio Arriba County.

14. APPROPRIATIONS AND AUTHORIZATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Santa Fe County Board of County Commissioners and, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorization are not made by the Legislature in this or future fiscal years, this Agreement shall terminate upon written notice being given by the County to NCRTD and the County shall have no duty to compensate the NCRTD for expenditures made in the performance of this Agreement incurred after written notice to the NCRTD is provided by the County pursuant to this paragraph. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations are available shall be accepted by the NCRTD and shall be final and not subject to challenge by the NCRTD.

The NCRTD will make best efforts to operate the Mountain Trail Route subject to sufficient revenue to support operations. Any and all services by the NCRTD shall be contingent upon sufficient funding. Any decision by NCRTD to terminate or cease operations of the Mountain Trail Route for insufficient funding shall not constitute a breach of this Agreement by NCRTD.

15. REQUIRED APPROVALS

This Agreement will not be final or binding upon the parties until or unless approved by both parties.

16. FASCIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

17. EQUAL OPPORTUNITY COMPLIANCE

Each party agrees to abide by all federal and state laws, rules and regulations, pertaining to equal employment opportunity. It is the policy of Santa Fe County to ensure equal employment opportunity to all persons regardless of race, color, age, physical or mental handicap, sex, national origin, ancestry, religion, serious medical condition, sexual orientation, gender identity, political affiliation or spousal affiliation. The County encourages those who do business with the County to practice equal employment opportunity. If a party is found not to be in compliance with this policy during the life of this Agreement, that party agrees to take appropriate steps to correct these deficiencies.

18. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held void, invalid or unenforceable, such provision shall be severed from the remainder of the Agreement and the remainder of this Agreement shall not be affected and shall be valid and enforceable.

19. NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

For NCRTD: Anthony Mortillaro, Executive Director
North Central Regional Transit District
1327 North Riverside Drive

Espanola, New Mexico 87532

For County: Katherine Miller
Santa Fe County Manager
PO Box 276
102 Grant Avenue
Santa Fe, New Mexico 87504-0276

20. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

The NCRTD and the County shall assure compliance with all applicable state and federal statutes and regulations in the performance of this Agreement.

21. AUTHORIZATION

The parties warrant that each signatory to this Agreement is authorized to execute this Agreement on behalf of its respective party.

22. MERGER AND INTEGRATION

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof.

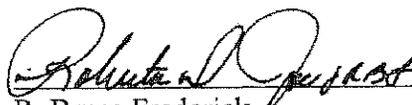
IN WITNESS WHEREOF the parties have duly executed this Agreement effective on the date of last signature by the parties.

SANTA FE COUNTY

Anna Hansen, Chair
Santa Fe Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk
Approved as to form: Date: _____



R. Bruce Frederick
Santa Fe County Attorney Date: 11-13-18

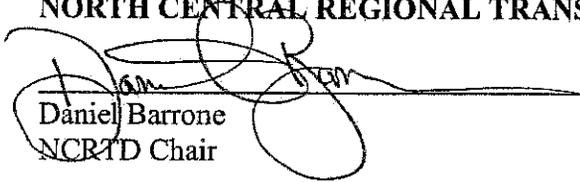
Finance Department:



Stephanie S. Clarke
Finance Director

Date: 11/13/18

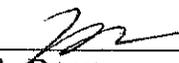
NORTH CENTRAL REGIONAL TRANSIT DISTRICT:



Daniel Barrone
NCRTD Chair

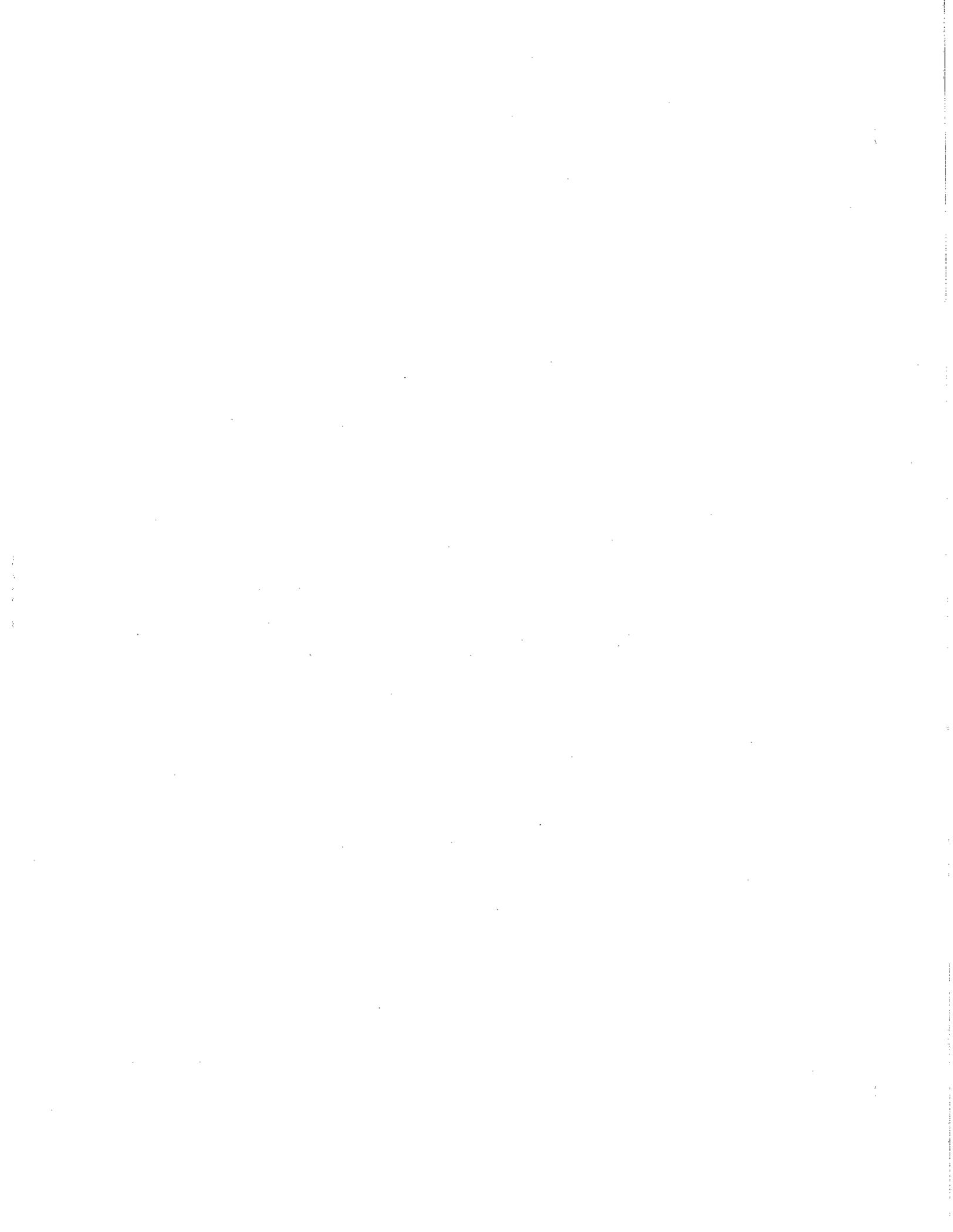
Date: 12/7/18

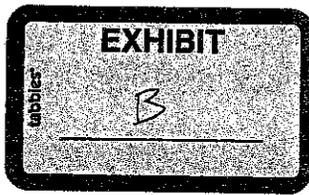
Approved as to form:



Peter A. Dwyer
Legal counsel for NCRTD

Date: 11/27/18





SANTA FE COUNTY
RESOLUTION NO. 2018- 65

**A RESOLUTION TO ADOPT THE SANTA FE COUNTY TRANSIT SERVICE
PLAN FOR FY 2019 AND TO DIRECT STAFF TO SUBMIT THAT TRANSIT
SERVICE PLAN TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT**

WHEREAS, Santa Fe County Resolution 2003-108 states that “multi-jurisdictional transportation systems would protect our environment and enhance energy efficiency, decrease congestion, decrease automobile accidents, reduce noise and air pollution and improve public health”; and

WHEREAS, the North Central Regional Transit District (NCRTD) was created by agreement of the City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County (the County) and Tesuque Pueblo in 2004; and

WHEREAS, Santa Fe County Ordinance 2008-14 which imposed a County Regional Transit Gross Receipts Tax of one eighth of one percent (.125%) states that “[r]evenue from the county regional transit gross receipts tax will be used for the management, construction or operation of a public transit system or for specific public transit projects or services pursuant to the Regional Transit District Act”; and

WHEREAS, the NCRTD considers Santa Fe County to be a critical participant in the regional transportation strategy and is willing to work closely with the County to assure that regional transportation needs are met and that the Rail Runner continues to be a well-used mode of public transportation; and

WHEREAS, the 2015 Santa Fe County General Plan, the Sustainable Growth Management Plan, adopted by the Board of County Commissioners by Resolution 2015-155, states under Policy 33.3 “[c]oordinate with RTD and other entities to evaluate public transit routes and enhance existing transit services (both to existing areas and to areas of new development) to match population demands and future growth to provide an efficient alternative to personal vehicle use”; and

WHEREAS, for FY 2018 the NCRTD funded various transportation routes within Santa Fe County contained in the FY 2018 regional transit plan submitted to the NCRTD on behalf of the County and the City of Santa Fe; and

WHEREAS, the NCRTD adopted a 2014 Transit Service Plan Update which was a five year plan identifying new services and future services, and the routes described in the FY 2019 Santa Fe County Regional Transit Service Plan are consistent with that five year plan; and

SFC RECORDED 06/27/2018

WHEREAS, the NCRTD Board is requesting a FY 2019 Santa Fe County Regional Transit Service Plan by June 1, 2018, and this resolution is designed to respond to that request; and

WHEREAS, Santa Fe County has considered the existing NCRTD Service Plan and the proposed NCRTD budget for FY 2019 which indicates that there is sufficient funding to continue to provide service for all routes currently being funded by the regional gross receipts tax dollars and other federal grant money, including all of the existing routes in Santa Fe County; and

WHEREAS, the Board of County Commissioners of Santa Fe County (BCC) desires for staff to submit to the NCRTD a Santa Fe County Regional Transit Plan which includes all routes currently being served in the County.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The BCC hereby adopts the FY 2019 Santa Fe County Regional Transit Plan attached hereto as Exhibit A; and
2. The BCC hereby directs staff to submit the FY 2019 Santa Fe County Regional Transit Plan to the NCRTD.

PASSED, APPROVED AND ADOPTED THIS 26th DAY OF JUNE, 2018

SANTA FE BOARD OF COUNTY COMMISSIONERS

Anna Hansen
Anna Hansen, Chair

ATTEST:

Geraldine Salazar
Geraldine Salazar, Santa Fe County Clerk



SFC RECORDED 06/27/2018

APPROVED AS TO FORM:

R. Bruce Frederick
R. Bruce Frederick, County Attorney

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 27TH Day Of June, 2018 at 10:47:21 AM And Was Duly Recorded as Instrument # 1861167 Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

Geraldine Salazar
M. Martinez

Exhibit A

Santa Fe County Transit Plan for FY 2019

ROUTES FUNDED BY NCRTD - OPERATED BY SANTA FE TRAILS:

ROUTE 2 SHERIDAN ST., CERRILLOS RD, SANTA FE PLACE
ROUTE 4 SHERIDAN ST., ST. FRANCIS, SANTA FE PLACE
ROUTE 22 - IAIA/SFCC, SUPER WALMART, NM 599 RR STATION
SANTA FE PICK-UP- SPECIALS, DOWNTOWN AND MUSEUM HILL LOOP
SHUTTLES

ROUTES FUNDED AND OPERATED BY NCRTD

ROUTE 150 CHIMAYO
ROUTE 160 SANTA CLARA
ROUTE 200 ESPANOLA TO SANTA FE
ROUTE 210 POJOAQUE -NAMBE TRIBAL
ROUTE 220 TESUQUE TRIBAL
ROUTE 230 SAN ILDEFONSO TRIBAL
ROUTE 255 MOUNTAIN TRAIL (SANTA FE SKI BASIN SHUTTLE)
ROUTE 260 LA CIENEGA/LAS GOLONDRINAS
ROUTE 270 TURQUOISE TRAIL/NM599
ROUTE 280 ELDORADO TO SANTA FE
ROUTE 290 EDGEWOOD TO SANTA FE
ROUTE 400 LOS ALAMOS TO POJOAQUE

SFC RECORDED 06/27/2018



