

1955 Lakeway Dr., # 260, Lewisville, Texas 75057 972.221.4600 | RideDCTA.net

Board of Directors Regular Meeting

September 22, 2016 | 3:00 p.m.*

*or immediately following Board Work Session scheduled at 1:30 p.m. on September 22, 2016

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO US AND TEXAS FLAGS

INVOCATION

WELCOME AND INTRODUCTION OF VISITORS

AGENCY AWARDS AND RECOGNITIONS

- 1. CONSENT AGENDA
 - a. Approval of Minutes for the Board Work Session and Regular Meeting on August 25, 2016
 - b. Acceptance of Financial Statements August 2016
 - c. Approval of Resolution 16-07 approving the Master Agreement Governing Local Transportation Project Advance Funding Agreements with Texas Department of Transportation (TxDOT)
 - d. Approval of Shared Services Interlocal Agreement with Dallas Area Rapid Transit (DART) and the Fort Worth Transportation Authority (FWTA)
- 2. REGULAR AGENDA
 - a. Approval of Resolution 16-06 Adopting DCTA FY2017 Operating & Capital Budget and Cashflow Model
 - b. Approval of Resolution 16-09 Designating Authorized Officials for DCTA Bank Depository
 - c. Discussion/Authorize the President to Execute a Contract for the Provision of Excess Rail Liability Insurance
 - d. Discussion/Authorize the President to Execute a Contract Renewal and Amendment with the City of Frisco for the Provision of Transit Service
 - e. Discussion/Authorize the President to Execute the Implementation of Pilot I-35W Commuter Bus Service and Interlocal Agreement in Partnership with the FWTA
 - f. Discussion and Approval of Resolution 16-08 adopting amendment Article IV Section 2 of DCTA Bylaws governing officer term limits
- 3. Convene Executive Session. The Board may convene the Regular Board Meeting into Closed Executive Session for the following:
 - a. As Authorized by Section 551.071(2) of the Texas Government Code, the Regular Board Meeting may be Convened into Closed Executive Session

for the Purpose of Seeking Confidential Legal Advice from the General Counsel on any Agenda Item Listed Herein.

- b. Texas Government Code Section 551.072 Deliberation regarding Real Property: Discuss acquisition, sale or lease of real property related to long-range service plan within the cities of Denton, Lewisville, or Highland Village.
- 4. Reconvene Open Session
 - a. Reconvene and Take Necessary Action on Items Discussed during Executive Session.
- 5. CHAIR REPORT
 - a. Discussion of Regional Transportation Issues
 - b. Discussion Legislative Issues
 - i. Regional
 - ii. State
 - iii. Federal
- 6. PRESIDENT'S REPORT
 - a. Budget Transfers
 - b. Regional Transportation Issues

7. REPORT ON ITEMS OF COMMUNITY INTEREST

a. Pursuant to Texas Government Section 551.0415 the Board of Directors may report on following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming DCTA and Member City events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

8. ADJOURN

Chair – Charles Emery Vice Chair – Paul Pomeroy Secretary – Richard Huckaby Treasurer – Dave Kovatch

Members – Skip Kalb, Doug Peach, Jim Robertson, Tom Winterburn, Don Hartman, George A. Campbell, Allen Harris, Carter Wilson, Connie White President – Jim Cline

The Denton County Transportation Authority meeting rooms are wheelchair accessible. Access to the building and special parking are available at the main entrance. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by emailing <u>thenderson@dcta.net</u> or calling Troy Henderson at 972-221-4600.

This notice was posted on 9/19/2016 at 12:29 PM.

Rusty Comer, Senior Public Information Specialist



Board of Directors

Work Session Minutes

The Board of Directors of the Denton County Transportation Authority convened the work session of the Board of Directors with Charles Emery, Chairman presiding at 1:30 p.m. on August 25, 2016 at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057. A quorum was present.

Attendance

Small Cities Skip Kalb Connie White

Large Cities

Charles Emery, Lewisville, Chairman Paul Pomeroy, Highland Village, Vice-Chair Carter Wilson, Frisco (1:37 p.m.) Jim Robertson, Flower Mound (1:56 p.m.) Richard Huckaby, Denton, Secretary Tom Winterburn, Corinth

Denton County Unincorporated

George A. Campbell, Denton County Unincorporated

Denton County at Large

Dave Kovatch, Treasurer (1:46 p.m.)

Board Members Absent

Allen Harris, The Colony Don Hartman, Denton County Unincorporated Doug Peach, Little Elm **Legal Counsel** Pete Smith, General Counsel

DCTA Staff

Jim Cline, President Raymond Suarez, Chief Operating Officer Anna Mosqueda, Chief Financial Officer Nicole Recker – Vice President, Marketing and Communications Kristina Brevard, Vice President, Planning and Development

Others in Attendance

Athena Forrester, Senior Procurement Manager Amanda Riddle, Budget Manager Jim Owen – Transit Management of Denton County (TMDC) Marty Burke, Transit Management of Denton County (TMDC) Dee Leggett – First Transit

Chairman Charles Emery called the meeting to order and announced the presence of a quorum.

- 1. Routine Briefing Items
 - a. Financial Reports Anna Mosqueda, Chief Financial Officer reported on the following items
 - i. Financial Statements for July 2016
 - ii. Capital Projects Budget Report for July 2016
 - iii. Monthly Sales Tax Receipts
 - iv. Current Procurement Activities

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- b. Marketing & Communications Nicole Recker, Vice President Marketing & Communications, reported on the following activities
 - i. New Collateral Material Overview
 - ii. Community Survey Activities
 - iii. Highland Village Campaign Update
- c. Strategic Planning / Development Kristina Brevard, Vice President of Planning & Development, reported on the following initiatives
 - i. 35W Corridor Commuter Service
 - ii. Partnership Opportunity Update
 - iii. Additional Project Updates
- d. Capital Projects Update Raymond Suarez, Chief Operating Officer, Reported on the following
 - i. Flood Damage Repairs
 - ii. ShoreTel Phone System Expansion Update
- e. Staff Briefing on Transit Operations Reports Raymond Suarez, Chief Operating Officer, Reported on the following
 - i. Bus and Rail Operations
- 2. Committee Chair Reports
 - a. Program Services Committee (08/16/2016) Paul Pomeroy, chair
 - Paul Pomeroy briefed the board on discussions from the Program Services Committee held on August 16, 2016
- 3. Discussion of Regular Board Meeting Agenda Items (August 2016)
 - There was no discussion.
- 4. Convene Executive Session Convened at 3:07 p.m.
 - a. As Authorized by Section 551.074 of the Texas Government Code Deliberation of Personnel of Discussion regarding Annual President's Performance Review.
- 5. Reconvened Executive Session Reconvened at 3:54 p.m. no action taken
- 6. Discussion of Future Agenda Items No discussion occurred.
- 7. ADJOURN Work session was adjourned at 3:54 p.m.

The minutes of the August 25, 2016 work session meeting of the Board of Directors were passed, and approved by a vote on this 22nd day of September, 2016.

Charles Emery, Chairman

ATTEST

Richard Huckaby, Secretary

8 25 16 Board WS Minutes



Board of Directors

Board Meeting Minutes

The regular meeting of the Board of Directors of the Denton County Transportation at 3:59 p.m., August 25, 2016 at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057. A quorum was present.

Attendance

Small Cities Skip Kalb

Connie White

Large Cities

Charles Emery, Lewisville, Chairman Paul Pomeroy, Highland Village, Vice-Chair Carter Wilson, Frisco Jim Robertson, Flower Mound Doug Peach, Little Elm Richard Huckaby, Denton, Secretary Tom Winterburn, Corinth

Denton County Unincorporated

George A. Campbell, Denton County Unincorporated

Denton County at Large

Dave Kovatch, Treasurer

Board Members Absent

Allen Harris, The Colony Don Hartman, Denton County Unincorporated Doug Peach, Little Elm **Legal Counsel** Pete Smith, General Counsel

DCTA Staff

Jim Cline, President Raymond Suarez, Chief Operating Officer Anna Mosqueda, Chief Financial Officer Nicole Recker – Vice President, Marketing and Communications Kristina Brevard, Vice President, Planning and Development

Others in Attendance

Amanda Riddle, Budget Manager Jim Owen – Transit Management of Denton County (TMDC) Marty Burke, Transit Management of Denton County (TMDC) Dee Leggett - First Transit

CALL TO ORDER – Chairman Charles Emery called the meeting to order and announced the presence of a quorum of the Board.

PLEDGE OF ALLEGIANCE TO US AND TEXAS FLAGS - led by Tom Winterburn

INVOCATION - led by Paul Pomeroy

WELCOME AND INTRODUCTION OF VISITORS

- Anna Mosqueda, Chief Financial Officer (CFO) introduced two newly hired members to her staff Mackenzie Gillette, Payroll and Benefits Coordinator and Wendy Loza, Grants Program Manager. Jim Cline welcomed Jim Owen with Transit Management of Denton County (TMDC).

AGENCY AWARDS AND RECOGNITIONS

- Anna Mosqueda, Chief Financial Officer (CFO), presented and recognized Athena Forrester, Senior Procurement Manager/DBE Liason and Jeremy Lewallen, Procurement Coordinator members in her department for receiving the National Procurement Institute (NPI)-Achievement of Excellence Procurement Award for 2016. Jim Cline noted that the Lewisville Area Chamber of Commerce named DCTA as Business of the Month.

1. CONSENT AGENDA

- a. Approval of Minutes for the Board Work Session and Regular Meeting on July 28, 2016
- b. Acceptance of Financial Statements July 2016
- c. Authorize President to Execute Contract for Infrastructure Development Consulting Services
 - Motion to approve Consent Agenda Items a-c made by Jim Robertson. 2nd by Connie White. Motion carried unanimously

2. REGULAR AGENDA

- a. Presentation and Discussion of Proposed FY2017 Capital & Operating Budget
 - Anna Mosqueda, CFO, and Jim Cline, President, gave presentation on the Budget.
- b. Conduct Public Hearing on Proposed FY2017 Capital & Operating Budget
 Public Hearing No comments.
- 3. Convene Executive Session Convened at 4:39 p.m.
 - As Authorized by Section 551.074 the Texas Government Code Deliberation of Personnel of Discussion regarding President's Annual Performance Review.
- 4. Reconvene Open Session Reconvened at 5:12 p.m.
 - a. Reconvene and Take Necessary Action on Items Discussed during Executive Session
 - Motion to increase the Base Salary of the DCTA President to \$220,000; and to amend the President's Employment Agreement to provide annual longevity pay in the amount of \$10,000.

- Motion to approve the Amendment to the President's Employment Agreement was made by Jim Robertson. 2nd by Skip Kalb. Motion carried unanimously.
- 5. CHAIR REPORT Charles Emery gave an update on these issues
 - a. Discussion of Regional Transportation Issues
 - b. Discussion Legislative Issues
 - i. Regional
 - ii. State
 - iii. Federal
- PRESIDENT'S REPORT Jim Cline provided information on the following items

 Budget Transfers
 - b. Regional Transportation Issues
- 7. REPORT ON ITEMS OF COMMUNITY INTEREST
 - a. Pursuant to Texas Government Section 551.0415 the Board of Directors may report on following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming DCTA and Member City events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.
 - Jim Cline noted the Groundbreaking for the Fort Worth Transportation Authority. Jim Robertson recognized Charles Emery, Chairman – Lewisville; for his leadership in the DCTA efforts.
- 8. ADJOURN Regular Meeting session was adjourned at 5:39 p.m.
 - Motion to adjourn was made by Skip Kalb. 2nd by Tom Winterburn. Motion carried unanimously.

The minutes of the August 25, 2016 regular meeting of the Board of Directors were passed, and approved by a vote on this 22nd day of September, 2016.

Charles Emery, Chairman

ATTEST

Richard Huckaby, Secretary



Board of Directors Memo

September 22, 2016

Subject: RM 1 (c) Master Agreement with TxDOT

Background

As a recipient of federal funds through TxDOT a Master Funding Agreement must be in place between DCTA and TxDOT for funding of various projects. The agreement sets forth the requirements for monitoring and administering the advance funding agreements and the projects. The agreement will allow DCTA to continue to receive federal funds from TxDOT.

Financial Impact

There is no financial impact.

Recommendation

Staff recommends the Board approve the resolution and authorize the President to execute the master agreement with TxDOT.

Submitted by:	<u>Athena Forrester</u> Senior Procurement Manager
Final Review:	Amin Mox
	Anna Mosqueda,
	CFO
Approval:	Carn Muser h
10	James C. Cline, Jr. P.E.,
	President

DENTON COUNTY TRANSPORTATION AUTHORITY RESOLUTION NO. 16-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY ("DCTA") APPROVING THE MASTER AGREEMENT ("MAFA") BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION ("STATE"); AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (MAP-21) codified under Title 23 U.S.C. Section 101 et seq., authorizes transportation programs to meet the challenges of improving safety, maintaining infrastructure condition, reducing traffic congestion, improving efficiency of the system and freight movement, protecting the environment, and reducing delays in project delivery; and

WHEREAS, MAP-21 establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the governing terms of this Master Agreement will provide for efficient and effective contract administration of the types of Local Project Advance Funding Agreements ("LPAFA") set forth in the MAFA; and,

WHEREAS, after review and consideration, the Board of Directors elects to approve the MAFA and authorizes James C. Cline, Jr., P.E., President, to execute the MAFA and all related documents thereto on behalf of DCTA;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THAT:

ECTION 1. The DCTA Board of Directors hereby approves the MAFA attached hereto as Exhibit "A" and authorizes James C. Cline, Jr., P.E., President, or his authorized designee, to execute the MAFA and all related documents thereto on behalf of DCTA.

SECTION 2. This Resolution shall become effective immediately upon its passage and approval.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THE _____ DAY OF SEPTEMBER, 2016.

APPROVED:

Charles Emery, Chairman

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, General Counsel (8-30-16:78659)

Richard Huckaby, Secretary

EXHIBIT "A"

MASTER AGREEMENT GOVERNING LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT

Master Advance Funding Agreement **STATE OF TEXAS** §

COUNTY OF TRAVIS §

MASTER AGREEMENT GOVERNING LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENTS

THIS MASTER AGREEMENT (MAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the <u>Denton</u> <u>County Transportation Authority (DCTA)</u>, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (MAP-21) codified under Title 23 U.S.C. Section 101 et seq., authorizes transportation programs to meet the challenges of improving safety, maintaining infrastructure condition, reducing traffic congestion, improving efficiency of the system and freight movement, protecting the environment, and reducing delays in project delivery; and

WHEREAS, MAP-21 establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the governing terms of this Master Agreement will provide for efficient and effective contract administration of the types of Local Project Advance Funding Agreements (LPAFA) listed in Attachment A; and,

WHEREAS, the Texas Government Code, Section 441.189 allows any state record to be created or stored electronically in accordance with standards and procedures adopted as administrative rules of the Texas State Library and Archives Commission; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Master Agreement by resolution or ordinance, which is attached hereto and made a part of this Master Agreement as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreements

This Master Agreement and the Local Project Advance Funding Agreements (LPAFAs) subject to this Master Agreement become effective when signed by the last party whose signing makes the

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respective agreements fully executed. This Master Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Master Agreement

This agreement may be terminated by any of the following conditions:

- a. by mutual written consent and agreement of all parties.
- b. by any party with 90 days written notice. If this Master Agreement is terminated under this clause, all existing, fully executed LPAFAs made under this Master Agreement shall automatically incorporate all the provisions of this Master Agreement.
- c. by either party, upon the failure of the other party to fulfill the obligations as set forth in this Master Agreement.

3. Termination of the Local Project Advance Funding Agreement (LPAFA)

An LPAFA shall remain in effect until the project is completed and accepted by all parties, unless: a. the agreement is terminated in writing with the mutual consent of the parties, or;

- b. because of a breach of this Master Agreement or a breach of the Local Project Advance
- Funding Agreement. Any cost incurred due to a breach of contract shall be paid by the breaching party.
- c. After the PS&E the local government may elect not to provide the funding and the project does not proceed because of insufficient funds, in which case, the local government agrees to reimburse the State for its reasonable actual costs incurred during the project.
- d. Conditions for termination as specified in the LPAFA are fulfilled.

4. Amendments

- a. Amendment of this Master Agreement by Notice with Mutual Consent: The State may notify the Local Government of changes in this Master Agreement resulting from changes in federal or state laws or rules or regulations and these changes in the Master Agreement shall be incorporated into this agreement unless the State is notified by the Local Government within 60 days. From time to time, the State may issue numbered restatements of this MAFA to wholly reflect its amendments.
- b. This Master Agreement may be amended due to changes in the agreement or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.
- c. The notice of amendment and the amendment to this Master Agreement may be in an electronic form to the extent permitted by law and after a prior written consent of the parties to this agreement is made.
- d. Amendments to the LPAFAs due to changes in the character of the work or terms of the agreement, or responsibilities of the parties relating to a specific project governed under this Master Agreement may be enacted through a mutually agreed upon, written amendment to the LPAFA.

5. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. Utilities

If the required right of way encroaches upon existing utilities and the proposed project requires their adjustment, removal or relocation, the Local Government will be responsible for determining the scope of utility work and notify the appropriate utility company to schedule adjustments, unless specified otherwise in a specific LPAFA under other provisions of this MAFA.

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures.

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This includes, but is not limited to: 43 TAC §15.55 relating to Construction Cost Participation; 43 TAC §21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities; and, 43 TAC§ 21.31 et seq. relating to Utility Accommodation. The Local Government will be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the project, unless this work is provided by the owners of the utility facilities: a. per agreement;

- b. per all applicable statutes or rules, or;
- c. as specified otherwise in a LPAFA.

Prior to letting a construction contract for a local project, a utility certification must be made available to the State upon request stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

7. Environmental Assessment and Mitigation

Development of a local transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement, unless provided for otherwise in the specific project agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation, unless provided for otherwise in the specific project agreement.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, unless provided for otherwise in the specific project agreement.
- d. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated, unless provided for otherwise in the specific project agreement.
- e. Before the advertisement of bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency of agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this Master Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. Architectural and Engineering Services

Any party to this contract may have responsibility for effecting the performance of architectural and engineering services. Or, the parties may agree to be individually responsible for portions of this work. The LPAFA shall define the party responsible for performance of this work.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges,* and the special specifications and special provisions related thereto, unless specifically stated otherwise in the LPAFA and approved by the State.

In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

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Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

10. Construction Responsibilities

- a. Unless specifically provided for otherwise in the LPAFA, the State shall advertise for construction bids, issue bid proposals, receives and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
- c. All contract change order review and approval procedures must be approved by the State prior to start of construction.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- e. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Part B.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in the LPAFA or other prior existing maintenance agreement with the Local Government.

12. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project will be clearly stated in the local project agreement. The expected cash contributions from the federal, state, Local Governments or other parties will be clearly stated. The State will pay for only those project costs that have been approved by the Texas Transportation Commission.
- b. A project cost estimate showing the estimated contributions in kind or in cash for each major area of the local project will be provided in the LPAFA. This project cost estimate will show how necessary resources for completing the project will be provided by major cost categories. These categories include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. Federal share of the project will be reimbursed to the local government on a cost basis.
- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project in excess of the approved local project budget, unless otherwise provided for in the LPAFA.
- e. Following execution of the LPAFA, but prior to the performance of any review work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in the LPAFA. The Local Government

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will pay at a minimum its funding share for the estimated cost of preliminary engineering for the project, unless otherwise provided for in the LPAFA.

- f. Sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs, unless otherwise provided for in the LPAFA.
- g. Upon completion of the Project, the State will perform an audit of the local project costs. Any funds due to the Local Government, the State, or the Federal government will be promptly paid by the owing party.
- h. The State will not pay interest on any funds provided by the Local Government.
- i. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this agreement is terminated at the request of the Local Government prior to completion of the project.
- j. If the local project has been approved for a "specified percentage" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the LPAFA will clearly state the amount of the specified percentage or the incremental payment schedule.
- k. The Texas Comptroller of Public Accounts has determined that certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. The LPAFA will reflect adjustments to the standard financing arrangement based on this designation.
- I. The State will not execute the contract for the construction of a local project until the required funding has been made available by the Local Government in accordance with the LPAFA.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property, unless the State agrees to participate in the provision of right of way under the procedures described herein as parts A and B of this provision.

Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

If the Local Government is the owner of any part of a project site under an LPAFA, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work under the LPAFA.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

If the local government purchases right of way for a local government street, title will be acquired in the name of the local government in accordance with applicable laws unless specifically stated otherwise in the LPAFA and approved by the State.

If the State participates in the purchase of right of way for the state, it will be under the processes established in the following paragraphs A or B, and the selected option shall be specified in the LPAFA.

A. Purchase By the State for the State

The State will assume responsibility for acquisition of all necessary right of way for the highway project. The Local Government will voluntarily contribute to the State funds equal to

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ten (10) percent of the cost of the right of way for the proper development and construction of the state highway system and shall transmit to the State a warrant or check payable to the Texas Department of Transportation when notified by the State of the estimated cost of the right of way. If the amount is found insufficient to pay the Local Government's obligation, then the Local Government, upon request of the State, will supplement this amount in such amount as requested by the State. Upon completion of the highway project and in the event the total amount paid by the Local Government is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the Local Government. Cost of the right of way by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

B. Purchase by the Local Government for the State

Purchase: Right of way purchases shall be a joint effort of the State and the Local Government. Acquisition of right of way shall be in accordance with the terms of this agreement and in accordance with applicable Federal and State laws governing the acquisition policies for acquiring real property. The State agrees to reimburse the Local Government for its share of the cost of such right of way providing acquisition when it has been authorized to proceed by the State.

Location Surveys and Preparation of Right of Way Data: The State, without cost to the Local Government, will do the necessary preliminary engineering and title investigation in order to supply to the Local Government the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the Local Government and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate Local Government representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values which are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement. If at any stage of the project development it is determined by mutual-agreement between the State and Local Government that the requirement for the Local Government to submit to the State property value determinations for any part of the required right of way should be waived, the Local Government will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

Negotiations: The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a

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current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance which together with any curative instruments found to be necessary as a result of the State's title investigation will be properly vest title in the State for each right of way parcel involved. The costs incidental to negotiation and the costs of recording the right of way instruments will be the responsibility of the Local Government. The cost of title investigation will be the responsibility of the State.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation are to be indicated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title to the property condemned to the State. The Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Government. Such costs and fees, with the exception of recording fees, will be eligible for ninety (90) percent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for ninety (90) percent State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

Excess Takings: In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When acquired by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the Local Government. When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the Local Government or the owner. In the event improvements, which are, in whole or part, a part of the right of way taking are not retained by the owner; title is to be secured in the name of the State.

The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the Texas Facilities Commission will be credited to the cost of the right of way procured and shared with the Local Government.

Relocation of Utilities on Acquired State Right of Way: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to ninety (90) percent of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the State establishes the eligibility of the utility work and enters into a three-party agreement, with the owners of the utility facilities and the Local Government, which sets forth the exact lump sum amount of reimbursement, based on a prior appraisal. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, said reimbursement to be the basis of the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to ninety (90) percent of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000 the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The Local Government may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the Local Government may do the fencing on the property owner's remaining property.

Where the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an

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unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

Reimbursement: The State will reimburse the Local Government for right of way acquired after the date of this agreement in amount not to exceed ninety (90) percent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of ninety (90) percent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation," the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement. If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of ninety (90) percent of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Government for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
President	Director of Contract Services
Denton County Transportation Authority	Texas Department of Transportation
P. O. Box 96	125 E. 11th
Lewisville, Texas 75067	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the state in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to the agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Lobbying Certification

In executing this Master Agreement, each signatory certifies to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts)

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under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

By executing a LPAFA under this Master Agreement, the parties reaffirm this lobbying certification with respect to the individual projects and reaffirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

27. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT – DENTON COUNTY TRANSPORTATION AUTHORITY

By:

James C. Cline, Jr., P.E. President

Date:

THE STATE OF TEXAS

By:

Kenneth Stewart Director of Contract Services Texas Department of Transportation

Date: _____

ATTACHMENT A

TYPES OF LPAFA FUNDING CATEGORIES UNDER THE MAFA

Federal Categories	Prefix	Federal Categories	Prefix
Interstate		Demonstration Projects	
Interstate		Hi Priority Corridor on NHS	DPR
Interstate Maintenance	IM	Rural Access Projects	DPR
		Innovative Projects	
Interstate 4R Discretionary		Priority Intermodal Projects	DPM
Interstate Constr. Discretionary		Congestion Corridor	
Duidage		High Priority Projects	
Bridges			
Bridge Repair/Rehab On-System	BR/BH		
		Other	
National Highway System	NH		
		Forest Highways	FH
Surface Transportation Program			
Urban Mobility/Rehab	STP-UM		
Areas < 200,000		STATE CATEGORIES	
Enhancement	STP-TE		
Metro Mobility/Rehab	STP-MM	Preventive Maintenance	CPM
Urban Mobility/Rehab		Farm-to-Market/Farm-to-Market Rehab	A/AR_
Urban & Rural Rehabilitation	STP-R	District Discretionary	CD
Rural Mobility Rehab	STP-RM	State Funded Rehab	С
Rail-Hwy Crossing Protective Devices	STP-RXP	Park Road	С
Rail-Hwy Crossing Hazard Elimination	STP-RXH	State Funded Mobility	С
Railroad grade Separations	STP-RGS	PASS/PASS Metro Match	C
Safety-Hazard Elimination	STP-HES	Traffic Signals, Signing & Pavement Markings	С
		Miscellaneous	C
Congestion Mitigation & Air Quality	CM	Railroad Replanking	CRX
		State Funded Landscape	C/CL
Donor State Bonus*			CLM
Any Area	DB	State Urban Street	CUS
Areas >200,000	DBM		
Areas <200,000	DBU	Others per LPAFA exception	
Minimum Guarantee	MG	Off-System Bridges Program	BROX
*ISTEA Funding Categories – Not Re- established in TEA 21			



Board of Directors Memo

May 26, 2016

Subject: 1(d) – Authorize President to Execute Interlocal Agreement for Shared Services with the Dallas Area Rapid Transit (DART) and Fort Worth Transportation Authority (FWTA).

Background

On September 30of 2016, the Shared Services agreement among DCTA, DART and The Fort Worth "T" will expire. DCTA elected not to continue the shared services agreement for rail operations and maintenance and limit the shared services to those services that provided the best cost efficiencies. The current Interlocal Agreement for shared services was executed on September 29, 2015 and was limited to options for shared dispatch, Ticket Vending Machine Servicing, Trinity Mills Platform Maintenance, Reciprocal Fare Policy, Special Events Access, Director of Safety and Regulatory Compliance, and Excess Rail Liability Insurance. Cost of Excess Rail Liability coverage was based on coverage of \$125 million.

As a results of requirements imposed on DART by elements that will be required for them to implement Positive Train Control, DART was required to increase its Excess Rail Liability coverage to \$300 million effective July1, 2016. The increase to DCTA for the new coverage limits will be approximately \$516,000 annually. This the one-third share allocated to DCTA.

Identified Need

DCTA has determined the need to maintain some level of excess rail liability coverage and coverage is required under the Access Lease Agreement with DART for the rail right of way. Staff is evaluating requirements for DCTA operations going forward and will determine if the Shared Services Agreement should continue to include cost sharing arrangement for Excess Rail Liability coverage. If the determination is made to not continue to share Excess Rail Liability coverage, required notice will be given to DART and DCTA will provide its own coverage.

Financial Impact

If DCTA elects to continue with the shared excess rail liability insurance coverage the impact will be an additional \$213,000

Recommendation

Staff recommends the President be authorized to execute the Shared Services Agreement. As of the date of this memo the agreement is still in draft form, but is attached for your review.

Final Review:

Anna Mosqueda Chief Financial Officer

الر James C. Cline

President

Approval:

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SHARED SERVICES INTERLOCAL AGREEMENT

THIS <u>SHARED SERVICES INTERLOCAL AGREEMENT EQUIPMENT LEASE</u>, OPERATIONS AND MAINTENANCE AGREEMENT (this "Agreement") made as of the 1st day of October, <u>20152016</u>, by and among Dallas Area Rapid Transit, a regional transportation authority established pursuant to Chapter 452 of the Texas Transportation Code, with offices located at 1401 Pacific Avenue, Dallas, Texas 75202 (hereinafter called "DART"), Denton County Transportation Authority, a coordinated county transportation authority established pursuant to Chapter 460 of the Texas Transportation Code with offices at 1660 S. Stemmons, Suite 250, Lewisville, Texas, 75067 (hereinafter called "DCTA") (DART and DCTA sometimes referred to herein individually as a "Party" and collectively as the "Parties"); and The Fort Worth Transportation Authority, a regional transportation authority established pursuant to Chapter 452 of the Texas Transportation Code, with offices at 1600 E. Lancaster, Fort Worth, Texas 76102 (hereinafter called "The TFWTA").

RECITALS

WHEREAS, it is mutually beneficial to the citizens of the cities within the respective service areas of the <u>p</u>Parties <u>hereto and The T for the Parties and The T</u> to cooperate in providing passenger rail service connecting the cities of Dallas and Denton, Texas in order to relieve traffic congestion, provide transportation opportunities and to aid in attaining federal air quality standards; and

WHEREAS, DCTA operates passenger rail service (the "DCTA Rail Service") on the DCTA Corridor pursuant to that certain Transportation Access Agreement and Easement between the Parties dated May 25, 2010, setting forth the terms and conditions of DCTA's use of the DCTA Corridor ("the DCTA Corridor Agreement"); and

WHEREAS, DART and The <u>FWTA</u>F each own an undivided one-half interest in the T<u>rinity Railway Express ("TRE")RE Maintenance Facility;</u> and

WHEREAS the Parties desire to enter into this Agreement for the purpose of servicing ticket vending machines by DART on behalf of DCTA at the DCTA Stations; establishment of a fare structure between among the pParties hereto; memorializing conditions under which DCTA bus service will interface at DART's Trinity Mills Station for special events; provision of maintenance by DART on the Trinity Mills Station and the Trinity Mills Crew Room Facility; provision of emergency dispatching rail services on a coordinated basis; shared services of the Director of Safety & Regulatory Compliance and such other areas of cooperation as may be mutually beneficial to the Parties; and

WHEREAS, the participation of \mp the \mp FWTA in this Agreement is necessary for the limited purposes stated herein related to the use of the TRE Maintenance Facility by provision of emergency dispatching rail services on a coordinated basis between TRE and DCTA; and the cost sharing of the Director of Safety & Regulatory Compliance;

NOW THEREFORE in consideration of the mutual agreements and covenants hereinafter Shared Services Agreement 09-25-2015

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Commented [HK1]: Covered by separate agreement

contained and other and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the parties heretoDART, DCTA, and The T hereby agree as follows:

Section 1. DEFINITIONS.

The following words and phrases shall, unless the context otherwise requires, have the following meanings as used in this Agreement:

"Agreement" means this Equipment Lease, Operations and Maintenance Shared ServeiesServices Interlocal Agreement and the Exhibits attached hereto;

"Agreement Commencement Date" means October 1, <u>20152016</u>, or such other date as shall be mutually agreed to in writing upon by the <u>pParties hereto</u>;

"Agreement Termination Date" means the expiration of the Term or termination of this Agreement, whichever occurs firstSeptember 30, 2016, or such other date as shall be mutually agreed upon by the Parties;

"DCTA Corridor" means the rail passenger corridor owned by DART between MP 721.53 in downtown Denton, Texas, and MP 742.80 located south of the DART Trinity Mills station (Ismaili Center Circle) as generally depicted in Exhibit "A" <u>attached hereto and incorporated</u> herein for all purposes;

"HTSI" or "Contractor" means Herzog Transit Services, Inc. or its successor the contractor operating the DCTA Corridor under contract to DCTA or DART:

"Term" means the period of time defined in Section 2;

"TRE" means the Trinity Railway Express commuter rail service operated by DART and The T;

"TRE Maintenance Facility" (also known as "Irving Yard" or the "EMF") means the TRE Equipment Maintenance Facility located at 4801 Rock Island Road, Irving, Texas 75061, which also serves as the TRE administrative offices and the TRE vehicle maintenance, equipment storage and dispatch center facility;

Section 2. TERM OF AGREEMENT.

Initial Term. The linitial Term of this Agreement shall begin as of October 1, 2016 and shall expire on September 30, 2017. This Agreement shall commence and become effective on the Agreement Commencement Date and terminate on the Agreement Termination Date.

Renewal Term. Upon expiration of the Iinitial Term, this Agreement shall automatically renew for successive terms of one-year (each a "Renewal Term") without further action of the

Shared Services Agreement 09-25-2015

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pParties hereto, unless sooner terminated as provided herein.

Termination. At any time following the expiration of the L-initial Term, and any time during any Renewal Term, DART may terminate this Agreement by giving DCTA at least ninety (90) days prior written notice of the intent to terminate, other than with regard to with the exception of Sections- 11, and 13 hereof, which will be governed as set forth defined in those Sections. DCTA may terminate this Agreement by giving DART at least thirty-ninety (3090) days prior written notice of the intent to terminate, other than with regard to Section 11, which shall be governed as set forth therein. 3

Section 3. EMERGENCY/REDUNDANT DISPATCHING SERVICES ON THE DCTA AND TRE CORRIDORS

During the Term of this Agreement the TRE Dispatch Center at the TRE Maintenance Facility and the DCTA dispatch center located at the DCTA Rail Facility. EMF shall serve as an emergency/redundant dispatch locations for dispatching rail service on both for the TRE and DCTA-Corridors: _____until such time as the TRE is able to establish its own back-up emergency/redundant— dispatch system facility, but not to exceed one year from the Commencement-effective Ddate of this Aagreement. Each Agency-DART and DCTA shall establish an equitable price for the purchase by DART or the TRE of the emergency/redundant dispatch equipment currently located at DCTA's Rail Facility, as depicted in Exhibit E. It-is understood that effective October 1, 2016 that the TRE or its contractor shall be responsible for maintaining. the emergency/redundant dispatch- equipment-referenced above. they own._DCTA shall continue to grant TRE and its contractor access to the emergency/redundant dispatch equipment throughout the Term. during the timeperiod referenced in this section.

Section 4. COSTS SHARING BETWEEN TRE AND DCTA

During the Term of this Agreement, operating cost efficiencies- may accrue to the benefit of TRE (i.e., DART and The T) and DCTA by sharing costs with respect to certain operations and/or purchases (e.g., insurance and other sharable costs). The methodology and agreement with respect to the allocation of such shared costs will be agreed to in writing by the President/Executive Director of the impacted parties.each Agency and/or their respective designees.

Section 5. FISCAL MATTERS

5.1 <u>Annual Budget Coordination</u>. Operating and capital budgets of the Parties are prepared on an annual basis with the fiscal year beginning on October 1st of each year. The Parties shall coordinate on those elements of their respective budgets that impact the other Party and agree on the appropriate operating and capital costs that shall be included in the Parties' budgets in support of the TRE and DCTA Rail Service.

5.2 Billing for Services. DART shall prepare and deliver a monthly invoice to DCTA Shared Services Agreement 09-25-2015 Commented [DL2]: Why did we add Section 11 - can we delete?

Commented [HK3]: Is this described somewhere? List of equipment? Commented [DL4]: Exhibit E to be determined

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which addresses all amounts owed by DCTA to DART for the period(s) described in the invoice pursuant to Section 11, below. Unless otherwise agreed in writing by the Parties, DART's invoice will be submitted to DCTA within fifteen (15) days after the end of the calendar month. DCTA shall pay to DART the amounts set forth in the invoice within thirty (30) days after receipt of the invoice. The invoice shall adequately document all applicable credits to either Party. The Parties may from time to time agree that for purposes of administrative convenience the categories of services provided by DART pursuant to this Agreement may be split into two or more invoices submitted by DART at different times of the month, provided that DCTA shall in no case be required to pay DART less than thirty (30) days after the receipt of any such invoice.

5.3 **<u>Right to Audit.</u>** Each Party, at its own expense, shall have the right to audit the other Party regarding any costs incurred under this Agreement.

Section 6. PAYMENT OBLIGATIONS.

6.1 <u>TVM Servicing</u>. For the maintenance and revenue servicing of ticket vending machines (TVM) at stations on the DCTA Corridor, DCTA agrees to pay DART TVM Maintenance and Servicing Fees determined in accordance with the provisions of Exhibit <u>BC</u> attached hereto and incorporated herein for all purposes.

6.2 **<u>Platform Maintenance.</u>** For the provision of platform maintenance at the DART Trinity Mills Station, DCTA agrees to pay DART a share of the platform maintenance costs in accordance with Section 9 below.

6.3 Trinity Mills Crew Room Facility. For provision of routine maintenance of the Crew Room Facility at the DART Trinity Mills Station, DCTA and DART shall mutually agree on annual maintenance schedule and costs and DCTA agrees to pay DART the agreed upon share of the costs as referenced in Section 9.4 below.

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Section 7. CONSENT AND AGREEMENT BY THE <u>FW</u>TA

As a party to the TRE Operating Contract and co-owner of the TRE Maintenance Facility, The <u>FWTA</u> hereby agrees and consents to:

(a) Use of the TRE Maintenance Facility for e Emergency/redundant train dispatching on behalf of DCTAasdispatching as set forth referenced in Section 3 hereof.—this Agreement,

In consideration of obtaining the foregoing consent and agreement from The T, the Parties agree that The T shall not be responsible for, or be made responsible for, any additional costs resulting from such expansion of services under the TRE Operating Contract or use of the TRE Maintenance Shared Services Agreement 09-25-2015

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Facility for the purposes described herein on behalf of, or for the benefit of, DCTA, such costs to be allocated between and paid for by the Parties as set forth in this Agreement.

Section 8. **Reciprocal Fare Policy**

The pParties hereto have previously agreed that it is in their collective best interests to establish a reciprocal fare policy that would allow for the "seamless" free transfer between the service modes in their service areas, of the Parties and in the service area of The T. The parties agree to continue the current reciprocal fare policy and any changes thereto shall be The fares to be charged shall be mutually approved agreed to by the respective Boards, of Directors of the Parties and The T.

Section 9. TRINITY MILLS STATION

9.1 Cost Allocation General. The Trinity Mills Station is a shared station of the DART light rail (LRT) service and is the southern terminus station of the DCTA rRail sService with s.-Separate platforms for the two services are provided.9.2 DCTA Cost Allocation. Theservices. The Parties agree that \$1,380.00 of the monthly platform maintenance costs of the Trinity Mills Station have determined that will be allocated an appropriate allocation to DCTA, of the monthly platform maintenance costs of the Trinity Mills Station is \$1,380.00.

Annual Review of Cost Allocation. It is the goal of the Parties that operating cost 9.23 reductions shall inure to the mutual benefit of the Parties. The allocation of cost set forth in Section 9.12 shall be reviewed on or before each anniversary of this Agreement and adjusted as agreed upon in writing by the President/Executive Directors of the Parties and/or their respective designees. In the event of no agreement of the Directors, the allocation shall continue as stated herein until an agreement is reached.

9.4 Trinity Mills Crew Room Facility. It is the goal of the Parties that operating cost reductions shall insure to the mutual benefit of the Parties. The allocation of costs for the Crew Room Facility shall be reviewed on or before each anniversary of this Agreement and adjusted as agreed upon by the President/Executive Directors of the Parties and /or their respective designees.

Commented [HK7]: In a separate agreement

Section 10. SPECIAL EVENT SERVICE/ACCESS

The Parties recognize there may be service situations (such as weekends of the State Fair of Texas and other special events) where ridership demands on both the DCTA Rail Service and DART's LRT service necessitate additional vehicles to accommodate the increased ridership demand. DCTA agrees to participate in planning for those events and share in the mutually agreed increased costs, if any, attributable to increased ridership impact on the transportation system in accordance with provisions of Exhibit D attached hereto and incorporated herein for all purposes.

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Section 11. INDEMNIFICATION.

11.1 <u>Generally</u>. To the extent allowed by law, with respect to any claim arising from the sole activities, responsibilities and obligations as defined in this Agreement of one of the Parties (but not the other), then such Party whose activities gave rise to such claim shall hold harmless, assume the defense of, defend and indemnify the nonresponsible Party and The <u>FWTA</u>, their directors, agents, and assigns, for any and all causes of action, claims, damages, demands, liabilities, losses, obligations, costs or expenses suffered or incurred at any time during the term of this Agreement arising out of or from any accident or other injury or damage to personal property or real property, or other injury or death of an individual or individuals as a result of the negligent and/or willful or wanton actions or omissions or misconduct of the responsible Party, and/or the Party's officers, directors, employees<u>-and</u> agents.

Joint Responsibility. With regard to any claim or lawsuit arising from the joint or concurrent activities responsibilities and obligations of the Parties within this Agreement, a proportionate or percentage allocation of the handling and cost of the defense, settlement, satisfaction, payment or other resolution of such claim or lawsuit shall be determined by mutual agreement of the Parties. Should the Parties fail to reach such agreement, then their respective responsibilities (if any) shall be determined by the Texas law of proportionate responsibility under Chapter 33 of the TEX.CIV.PRAC.REM. CODE as amended and its successor provisions, or other statute or common law apportioning liability between joint tortfeasors., pursuant to a final judgment rendered by a court of appropriate jurisdiction. With regards to any claim or lawsuit that allege the damage or injury complained of is the result of the joint or concurrent activities of the Parties, the Parties agree to jointly defend such claim or lawsuit by means of a joint defense; provided, however, that nothing herein shall limit each respective Party from settling or disposing of its own potential liability prior to or subsequent to the final adjudication of such claim or lawsuit. A settlement of a claim or lawsuit by one Party shall not be binding upon the other Party, absent that Party's express prior written consent.

11.3 <u>No Waiver of Defenses; No Third Party Benefit</u>. Notwithstanding anything herein to the contrary, neither Party waives any defense available to it including, but not limited to, immunity from liability or immunity from suit. The indemnity provisions contained in this Section 11 are solely for the benefit of the Parties and The <u>FWTA</u> and are not intended to confer or convey any interest to any third party.

Section 12. INSURANCE.

12.1 <u>Coverage Required.</u> DCTA and DART shall at all times during the Term of this Agreement provide and maintain the following types of insurance protecting the interests of DART and DCTA with limits of liability not less than those specified below.

(a) Workers' Compensation insurance, providing benefits as required under the Workers' Compensation Act of the State of Texas. Employers Liability insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 each

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Commented [JG8]: Intent was to clarify that such finding of joint responsibility is pursuant to a final judgement per Ch. 33 Tex. Civ. Practice and Remedies Code and not by mutual agreement of the parties. No issue if it stays or is removed.

Commented [DL9]: Why did we delete ... can we leave in?

Commented [HK10]: Review by Risk Dept?

employee for disease, and \$1,000,000 policy limit for disease. This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from DART or DCTA.

(b) Comprehensive Automobile Liability insurance or its equivalent, covering all owned, hired, and non-owned vehicles used in connection with the work performed under this Agreement with limits of liability not less than \$2,000,000 each person and \$2,000,000 each accident for bodily injury, and \$2,000,000 each occurrence for property damage.

12.2 <u>Certificates of Insurance</u>: Before the Agreement Commencement Date, DCTA and DART- shall exchange Certificates of Insurance. at the following addresses:

Dallas Area Rapid Transit	DCTA
Post Office Box 660163	P.O. Box 96
Dallas, Texas 75266-7244	Lewisville, TX 75067
Attention: Risk Management	Attention: CFO

Said Certificates of Insurance or insurance policies must provide evidence that insurance as required by Section 12.1, and all subparagraphs to Section 12.1 above, is in force, stating policy number, dates of inception and expiration and limits of liability. If during the Term of this Agreement any required coverage expires, the agencies shall furnish a renewal certificate no later than the expiration date of the coverage in question.

12.3 <u>Approval of Forms and Companies</u>: All coverage described in this Agreement shall be in a form and content reasonably satisfactory to DART and DCTA. No party subject to the provisions of this Agreement shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance shall be provided by insurance companies with a Best's Rating of A or better, or the Texas Municipal League Intergovernmental Risk Pool.

12.4 Additional Insured Endorsement: The policy or policies providing Automobile Liability and as otherwise required above shall be endorsed to name DART, their officers, directors, employees and assigns, and any other entity as may be required during the Term of this Agreement, as additional insureds. An actual copy of these endorsements shall be included with the Certificate of Insurance or as soon as reasonably possible after this Agreement is signed.

12.5 <u>Notice of Cancellation or Material Change</u>: Policies and certificates shall specifically provide a <u>60-day60-day</u> notice of cancellation, non-renewal, or material change.

12.6 <u>Subcontractors</u>: Prior to subletting any work associated with this Agreement, DCTA shall notify and obtain approval from DART. which approval may not be <u>unreasonably withheld</u>.² DCTA shall require any and all subcontractors performing work

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associated with this Agreement to carry insurance of the same type and with the same limits of liability as required of DCTA. DCTA shall obtain and furnish DART with certificates of insurance evidencing subcontractors' insurance coverage.

Prior to subletting any work associated with this Agreement, DART shall notify and obtain approval from DCTA, which approval may not be unreasonably withheld. DART shall require any and all subcontractors performing work associated with this Agreement to carry insurance of the same type and with the same limits of liability as required of DART. DART shall obtain and furnish DCTA with certificates of insurance evidencing subcontractors' insurance coverage.

12.7 <u>Multiple Policies</u>: The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies; but in no event shall the total limit of liability for any one occurrence or accident be less than the amount shown above.

12.8 **Deductibles**: Companies issuing the above described insurance policies and DCTA shall have no recourse against DART or The <u>FWTA</u> for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of DCTA.

Companies issuing the above described insurance policies and DART or The <u>FWTA</u> shall have no recourse against DCTA for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of DART.

12.9 **No Release:** The carrying of the above-described insurance shall in no way be interpreted as relieving DCTA of any other responsibility or liability described herein or any applicable law, statutes, regulation, or order.

12.10 **No Requirement to Purchase Multiple Policies:** The Agencies shall not be required to purchase multiple policies of insurance to comply with the various agreements between DCTA and DART provided that the policy or policies purchased by DCTA are sufficient to satisfy the requirements of all agreements between DCTA and DART.

Section 13. DART FURNISHED INSURANCE.

13.1 <u>Commercial General Liability</u>: Through a combination of insured and selfinsured insurance programs, DART will provide and maintain in force an insurance program to provide the following primary insurance coverage during the Term of this Agreement. The insurance shall be for the benefit of DART, The <u>FWTA</u>, HTSI, and DCTA. DCTA, as an additional insured, shall be entitled to the same limits and types of primary insurance coverage under the program as DART and The <u>FWTA</u>. Other interests will be covered by the program at the sole discretion of DART, so long as it does not adversely affect the interests of DCTA.

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Commented [MM11]: Should First Transit be added?

Commented [DL12]: DCTA and its contractors and subcontractors as additional insured - seems ok to add (a) Description of Coverage Provided: Through a combination of insurance and self-insurance, DART will furnish commercial general liability insurance with limits that meet the requirements of various commuter rail passenger service agreements. The current program shall provide DCTA with a minimum of <u>at least</u> \$125,000,000 worth of primary and non-contributing commercial general liability insurance coverage through a combination of insurance and self-insurance. The existing program contains a \$3,000,000 self-insured retention. Such insurance will cover property damage and injury or death arising out of the performance of this Agreement. This insurance will not cover injury or death to employees of DCTA or its subcontractors who have been hired to perform services under this Agreement. DCTA hereby agrees to be bound by the terms of coverage as contained in such insurance policies or self-insurance programs, to the extent copies of all applicable documents have been timely provided to Contractor.

(b) DCTA Payment of Share of Premium. DCTA's share of the premium for this coverage as determined in accordance with Exhibit B_attached₇ hereto_and incorporated herein for all purposes, shall be paid by DCTA when DART is billed for the insurance and an appropriate invoice reflecting DCTA's share is submitted by DART to DCTA.

(c) *Waiver of Rights.* DART waives its rights of subrogation and recovery against DCTA, its director, officers, employees, agents, assigns, subcontractors, insurers and/or sureties for physical loss or damage to the property covered by insurance. DCTA waives any and all right of recovery for physical loss or damage to the property covered by insurance, against DART, its directors, officers, employees, agents, assigns, or other Contractors (and subcontractors) engaged in providing Services under this Agreement.

13.2 <u>Certificates and Policies</u>: The DART furnished insurance coverage described in this Section 20 will be either written by insurance companies approved by DART or shall be self-insured. DART will provide appropriate certificates of insurance or self-insurance evidencing the coverage described above and evidence of the adequacy of any self-insured portion thereof. All insurance shall be provided by insurance companies whose financial position is equal to Best's rating of A or better.

13.3 <u>Termination/Modification of the Insurance Program (IP)</u>: DART reserves the right to terminate or to modify the IP or any portion thereof. DART shall provide one hundred and twenty (120) days advance written notice to DCTA prior to terminating the IP. DCTA shall make every reasonable effort to obtain appropriate replacement insurance coverage prior to the expiration of the one hundred and twenty(twenty (120) days notice period. Written evidence of such replacement insurance shall be provided to DART prior to the effective date of the termination or modification of the IP. If no replacement insurance is available to DCTA, then the Parties will mutually agree on how to proceed, but in no event will DCTA be allowed to provide DCTA Rail Service in the DCTA Corridor without insurance as required by the DCTA Corridor Agreement.

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Commented [MM13]: Should this limit be increased to \$295M to be in-line with the FAST Act? DCTA does operate under temporal separation, however, they are still subject to train to train collisions, overspeed derailments, incursions into work zones. Formatted: Highlight 13.4 <u>Claims Procedures</u>: DART will engage a Third Party Administrator (TPA) to administer and to pay all legitimate claims submitted under the IP. DCTA shall pay its proportionate share of all costs of the TPA and all costs associated with resolution of claims arising out of DCTA's service. DART will handle the defense of all claims, provided, however, DART shall not settle any claim against DCTA without the written consent of DCTA if such settlement will result in an out-of-pocket payment by DCTA that is not covered by the IP. DCTA shall follow the procedures detailed by DART or the TPA in the identification, evaluation, and submission of all claims under the IP. Failure by DCTA to follow the procedures may result in fines being assessed by the appropriate state agencies or commissions or default judgments from a lawsuit against DART or DCTA. DCTA shall, at its own expense, be responsible for any judgments arising out of failure to follow these procedures.

13.5 <u>Contractor/Subcontractor:</u> For the purposes of this Section 13, "DCTA" shall be deemed to include DCTA and its <u>cContractors or</u> subcontractors while providing the services required of <u>by</u> DCTA pursuant to this Agreement.

Section 14. MISCELLANEOUS PROVISIONS.

14.1 Early Termination of Agreement

(a) Termination for Default. Subject to the provisions this Agreement, either Party shall have the option to either terminate this Agreement or enforce specific performance of the same in the event the other Party fails to perform a material obligation of this Agreement within sixty (60) days after receipt of written notice that such obligation has not been performed; provided, however if such failure is not reasonably capable of being cured within such sixty (60) day period, the period to cure shall be extended for such reasonable periods that may be required under the circumstances so long as the breaching Party is diligently prosecuting the cure of such failure to completion.

b. Mutual Agreement. $\pm Either Party he Parties and The T-may terminate this Agreement prior to the expiration of the Term Agreement Termination Date by mutual written agreement at any time, which terminations shall not require consent of The <math>\underline{FWTA}$ to be effective.

14.2 Resolution of Disputes

(a) Submission to Board Chairs. Whenever an issue cannot be resolved by the Presidents/Executive Directors of the Parties, the issue shall be referred for consideration to the Chairpersons of the Parties' respective Boards of Directors for resolution.

(b) Non-Binding Mediation. It is the desire and intent of the Parties to avoid, if Shared Services Agreement 09-25-2015

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Commented [MM14]: Should this provision be rewritten to state that DCTA is required to provide DART with a listing of all of their Contractors and subcontractors performing work related to the operations & maintenance of the corridor. First Transit is not the sole contract provider under the new O&M.

Commented [DL15]: Is this a suggestion or linked to a requirement we have?Why do we need this...propose to eliminate

possible, the expense and delay inherent in litigation. Therefore, whenever a disputed issue cannot be resolved through the process set forth in Section 14.2(a), above, the matter will be submitted to non-binding mediation. Accordingly, in regard to disputed issues, the <u>p</u>Parties <u>hereto</u> agree that:

(1) Subject to the provisions of Section 14.2(a), above, either Party may determine, in its sole discretion, that a dispute shall be submitted to mediation, and shall initiate the mediation process by written notice to the other Party.

(2) A Party shall respond, in writing, to a written notice of intent to mediate from the other within fifteen (15) days of receipt. The response shall acknowledge the start of the mediation process and propose a mediator.

(3) A single mediator shall be used if the Parties can agree on one. Otherwise, each <u>Pparty</u> shall appoint one mediator within thirty (30) days after written notice of intent to mediate. The two mediators so appointed shall together appoint a third mediator within fifteen (15) days after their appointment.

(4) Unless otherwise agreed by the Parties in writing hereto, the site for mediation proceedings will alternate between a site in Denton County and a site in Dallas County, commencing in Dallas-Denton County.

(5) All costs of mediation shall be borne equally by the Parties.

14.3 Force Majeure. It is expressly understood and agreed by the <u>p</u>Parties <u>heretoand</u> The T that if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.

14.4 <u>Contractual Relationship</u>. It is specifically understood and agreed that the relationship described in this Agreement among the Parties and The <u>FWTA</u> is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship among said parties.

14.5 <u>Complete Agreement</u>. This Agreement embodies the entire agreement of the Parties and The <u>FWTA</u> relating to the subject matter expressly set forth herein, supersedes all prior understandings and agreements regarding such subject matter, and may be

Shared Services Agreement 09-25-2015

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Commented [DL16]: DCTA wants commencing in Denton County...do we really care? amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the parties.

14.6 <u>Captions.</u> The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provision.

14.7 <u>Governing Law and Venue</u>. This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the County of Dallas and the County of Denton, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in either Denton County or Dallas County, Texas.

14.8 <u>Severability.</u> In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision(s) to carry out as near as possible the original intent of the parties.

14.9 <u>Changed Circumstances.</u> If future federal, state or local statute, ordinance, regulation, rule or action render this Agreement in whole or in part, illegal, invalid, unenforceable or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable and/or practical. Each section, paragraph or provision of this Agreement shall be considered severable, and if for any reason any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

14.10 <u>Enforcement.</u> If any Party or The <u>FWTA</u> initiates an action to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the other parties all reasonable and necessary costs and expenses, including reasonable attorneys' fees and costs incurred in connection with such action.

14.11 <u>Survival</u>. All of the terms, conditions, warranties and representations contained in this Agreement shall survive, in accordance with their terms, the execution hereof.

14.12 <u>Reference</u>. The use of the words "hereof," "herein," "hereinder", and words of similar import shall refer to this entire Agreement, and not to any particular section, subsection, clause, or paragraph of this Agreement, unless the context clearly indicates otherwise.

14.13 <u>Further Assurances</u>. Each Party and The <u>FWTA</u> agree to perform any further acts Shared Services Agreement 09-25-2015

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Commented [DL17]: Numbering sequence is off ... need to fix

Commented [HK18]: ? what does this mean? Commented [DL19]: Ok to delete and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

14.14 <u>Notice</u>. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the address(es) shown below:

If to DART:	President/Executive Director Dallas Area Rapid Transit P. O. Box 660163 1401 Pacific Ave. Dallas, Texas 75266- 7210
With a copy to:	General Counsel Dallas Area Rapid Transit P. O. Box 660163 1401 Pacific Ave. Dallas, Texas 75266- 7255
If to DCTA:	President/Executive Director Denton County Transportation Authority 1660 S. Stemmons, Suite 250 Lewisville, Texas 75067
With a copy to:	General Counsel Denton County Transportation Authority Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 1800 Lincoln Plaza 500 North Akard Dallas, Texas 75201
If to THE T:	President/Executive Director Fort Worth Transportation Authority 1600 E. Lancaster Fort Worth, Texas 76102
With a copy to:	General Counsel Fort Worth Transportation Authority 1600 E. Lancaster Fort Worth, Texas 76102

14.15 <u>Execution Date</u>. Notwithstanding Section 2 of this Agreement, this Agreement Shared Services Agreement 09-25-2015

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shall not be binding on the Parties and The <u>FW</u>T<u>A</u> until signed by authorized representatives of each Party and The <u>FW</u>T<u>A</u>.

14.16 <u>Counterparts</u>. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall be deemed to constitute one and the same instrument.

14.17 **<u>Recitals</u>**. The recitals to this Agreement constitute a part of this Agreement<u>and</u> are incorporated herein for all purposes.

14.18 <u>Exhibits</u>. The exhibits referenced in and attached to this Agreement constitute additional terms and provisions of this Agreement, are an integral part hereof, and are incorporated herein by reference as if fully set forth herein.

(Signatures on Following Page)

Shared Services Agreement 09-25-2015

Executed on the dates indicated below, pursuant to the authority of Resolution No. 150103 of the Dallas Area Rapid Transit Board of Directors, adopted September 22, 2015, Authorization of the Denton County Transportation Authority Board of Directors, approved September 245, 20165, and Resolution No. _______ of the Fort Worth Transportation Authority Board of Directors, adopted on _______, 20165.

IN WITNESS WHEREOF the parties hereto have hereunder duly executed this Agreement by their proper officers duly authorized in that behalf.

DCTA:

DART:

DENTON COUNTY TRANSPORTATION DALLAS AREA RAPID TRANSIT AUTHORITY

By: James C. Cline, Jr. P.E. President By:_____ Gary C. Thomas, P.E. President/Executive Director

Date: _____20165

APPROVED AS TO FORM:

APPROVED AS TO FORM

Date: ____

By:_

By:_

Peter G. Smith, DCTA Legal Counsel

Scott Carlson, General Counsel

20165

The "T":

FORT WORTH TRANSPORATION AUTHORITY

By:

Paul Ballard, President/Executive Director

Date: ______20156

APPROVED AS TO FORM:

By:

General Counsel

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EXHIBIT A

MAP OF DCTA A-TRAIN RAIL SERVICE



Exhibit "A" to Shared Services Agreement 09-25-2015

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EXHIBIT B

SHARING COSTS BETWEEN TRE AND DCTA

Section 1. <u>Purpose.</u> It is the intent of the Parties to reduce operating costs of each agency by sharing the costs of functions identified in this Agreement. -performed by HTSI under the terms of the TRE Operating Contract on behalf of both Parties. It is also the intent of the Parties to share operating costs by sharing the cost of liability insurance to be provided to DCTA by DART.

Section 2. <u>Initial Costs Sharing.</u> The Parties agree that the FY1<u>76</u> budgeted costs shall be shared as indicated below.

Description of Function to be Shared	Total Cost of Shared Function	TRE Share of Total Cost	DCTA Share of Total Cost	• Formatted Table
Liability Insurance	\$ 909,368	\$606,246	\$303,122	Formatted: Highlight
Director Safety & Regulatory Compliance	<u>\$159,186.50</u>	<u>\$106,124.33</u>	\$53,062.17	
Subtotal	<u>\$1,068,554.50</u> \$909,368	<u>\$712,370.33</u> \$606,246	<u>\$356,184,17</u> \$303,122	
Total	\$1,068,554.50 \$909,368	\$712,370.33 \$606,246	<u>\$356,184.17</u> \$303,122	

Exhibit "B" to Shared Services Agreement 09-25-2015

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EXHIBIT C

PROVISION OF TICKET VENDING MACHINE (TVM) REVENUE COLLECTION AND SERVICING ON DCTA CORRIDOR

Section 1. TVM Revenue Collection and Servicing

DART shall perform all TVM services including, but not limited to, revenue collection, maintenance, and servicing, on behalf of DCTA based on an agreed upon schedule and at the request of DCTA. DART will provide all TVM services as requested for all stations on the DCTA Corridor. DART shall remit DCTA's monthly revenue collections within 30 days of the end of the month in which it is collected.

Section 2. Service Priority

- a. DART shall use <u>commercially reasonableits best</u> efforts to dispatch the appropriate personnel to the stations within 20 minutes of receiving a request during regular weekday service hours (between 4:00 a.m. and 7:00 p.m.) and regular weekend service hours (between 7:00 a.m. and 7:00 p.m.). DART will use <u>commercially reasonableits best</u> efforts to ensure appropriate personnel are on site within one (1) hour after call is received.
- b. Calls for service that are received by DART outside the regular service hours will be addressed (in priority order) beginning at 4:00 a.m. the following morning.
- c. <u>The Parties acknowledge Sseveral factors may affect the time it takes for a technician to arrive at the station, including weather, traffic, and workload volumes; but once a technician-is-dispatched-they will proceed-to-the DCTA-station-as-soon as-safely possible.</u>
- d. DCTA's TVMs will be prioritized for service within each transit property based on the number of operating TVMs at each station and then the sales volume. Example: Within DCTA's service area, a station with two (2) out of two (2) TVMs out of service is first priority for service over a station with one (1) out of two (2) TVMs out of service.

Section 3. Reimbursement for Services

- a. Reimbursement by DCTA to DART shall be accomplished in accordance with the fiscal terms set forth below in the Service and Fee (S&F) table.
- b. For requested services or equipment not included in the S&F table, DCTA and DART will negotiate and agree to the reimbursable amount before the service is provided.
- c. In the event DCTA may also-provides space in the DCTA EMF for TVM parts and staff space to assist with TVM service support to support DART light rail. Green Line as well as DCTA A train. Rreimbursement <u>-amounts</u> for such the space will be negotiated when space is provided at that time.

Section 4. Reporting

Exhibit "C" to Shared Services Agreement 09-25-2015

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Commented [DL21]: Insert as as DCTA A train

- a. DART will provide designated DCTA staff, management reports on response time and other activities and/or performance as mutually agreed upon.
- b. In the event of an unforeseen event which results in DART <u>falling to respond as</u> <u>provided in this Agreement, not responding within thirty (30) minutes of the request on the DCTA Corridor</u>, DART shall provide to DCTA a written explanation as to <u>the circumstances therefor</u>, why this priority had to be assigned.

Section 5. Ticket Stock

- a. DART will provide weekly report on fare stock levels.
- b. DCTA will order fare stock for delivery to designated DART location(s) in order to maintain appropriate level of fare stock.

Section 6. Warranty / Repair Work

- a. DART will be responsible for working with <u>GFI</u> for repair required during warranty period.
- b. DART will request written approval <u>from DCTA in advance of for</u> repair work exceeding \$1,500 (parts & labor).

Section 7. Keys and Servicing Equipment

TheIn-order to ensure efficiency and security over the TVMs:

a.—The front door of DCTA's TVMs will have a different key than DART's TVMs. This will ensure that if DART's services are no longer needed, then rekeying will not be necessary for either agency. b. The TVMs?—The internal component locks of DCTA's TVMs will be the same as DART's to allow the agencies to share components. This will ensure that the TVMs can be serviced timely by DART staff.

Section 8. Security

- a.—DART will <u>provideensure</u> the same level of security and safety for DCTA TVM support and maintenance as is followed for DART TVM support and maintenance. DART will provide a copy of these procedures <u>and includes updates</u>, as <u>applicable</u>, to <u>DCTA upon execution of agreement and provide any future updates</u>.
- b. DCTA will provide security response to TVM alarms.

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Exhibit "C" to Shared Services Agreement 09-25-2015

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TVM SERVICE AND FEE TABLE

		SERVICE ON DEMAND*					
Item Description							
AL.	Quantity	Unit	Unit Cost	Total Fixed Cost			
Equipment and Supplies							
Revenue Agent - Uniforms and Safety Equipment (\$525 ea shared with DART at 50%)	0.5	ea	\$525	\$263			
Communications (\$360 yr. phone shared with DART at 50%)	0.5	ea	\$360	\$180			
	1						
Total Estimated Fixed Cost per Year				\$443			
Total Estimated Fixed Cost per Month				\$37			

Item Description		1		100		
	Quantity	Unit	Unit Cost - S ee Note B	Total Variable Cost		
Services						
Revenue Analyst Salary	As Requested	hr	\$39.25	TBD		
Revenue Container Collection (tech/guard/drive)	As Requested	hr	\$36.10	TBD		
Mechanic Onsite Repairs (mechanic/guard/drive)	As Requested	hr	\$51.11	TBD		
Component Rebuild in Shop (mechanic rate)	As Requested	hr	\$37.88	TBD		
Preventive Maint. Onsite (mechanic/guard/drive)	As Requested	hr	\$51.11	TBD		
Component Preventive Maint. Shop (mechanic rate)	As Requested	hr	\$37.88	TBD		
Technician 1 or 2 onsite repairs (tech/guard/drive)	As Requested	hr	\$37.88	TBD		
Count Room (processing cash/hoppers/tech paks/deposit prep)	As Requested	hr	\$28.57	TBD		
Equipment & Supplies						
Vehicles fuel/capital - See Note A	As Needed	mile	\$0.55	TBD		
Parts required for TVMs and component rebuilds	As Needed	ea	Cost	TBD		
NOTE A: This rate includes the capital, maintenance, and fuel costs. Note B: The Unit Cost includes a salary, plus 43% benefit load, and an 8% admin. fee.	 Service schedules will be established by DCTA. All other response will be "on demand" and as requested. ** Parts for repairs/preventive maintenance are billed at cost to DART with no markup. 					

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Exhibit "C" to Shared Services Agreement 09-25-2015

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<u>EXHIBIT D</u>

SPECIAL EVENT SERVICE/ACCESS

Section 1. Purpose.

DART hereby grants a non-exclusive, revocable license to DCTA for the purpose of allowing DCTA bus passenger pick-up and drop-off access to the DART light rail station located at Trinity Mills and Dickerson ("the Trinity Mills Station") in the City of Carrollton, Texas for the customers of DCTA for special events. DCTA's buses shall use routes approved by DART and shall park and pick up or drop off passengers solely at the locations approved by DART. No overnight parking of DCTA buses at the Trinity Mills Station shall be allowed.

Section 2. Vehicles and Operators.

- 2.1 Every vehicle used in providing the DCTA bus service shall be licensed for passenger operations by the State of Texas and equipped with a two-way communications device.
- 2.2 DCTA shall be responsible for and shall maintain every vehicle used in providing the DCTA bus service in a safe operating condition and shall be responsible for all repairs and scheduled maintenance for the vehicles.
- 2.3 Every vehicle used in providing the DCTA bus service shall be operated by an operator duly licensed by the State of Texas to operate vehicles of the type and size described herein, and appropriately dressed in a business-like manner.
- 2.4 Each operator permitted to operate one of the vehicles used in operating the DCTA bus service must have had continuous possession of a valid driver's license for the prior five (5) years, must have current possession of a valid Texas Class B commercial driver's license with passenger endorsement, must have received not more than two (2) traffic citations for a moving violation within the prior two (2) year period, and must not have received a DWI/DUI conviction.
- 2.5 DART shall have the right to specify or limit the size and configuration of any vehicle that DCTA proposes to operate at the Trinity Mills Station.

Section 3. <u>Governmental Approvals</u>.

DCTA, at its sole cost and expense, shall be responsible for and shall obtain any and all licenses, permits or other approvals from any and all governmental agencies, federal, state, or local, required to carry on the activity permitted herein. DCTA, its agents, employees and contractors shall abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over such operations.

Exhibit "D" to Shared Services Agreement 09-25-2015

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Section 4. <u>Customer Information, Complaints and Complaint Resolution</u>.

DCTA shall be responsible for establishing a system for the intake, handling and resolving of DCTA bus service customer complaints. DART shall not be responsible for handling or resolving DCTA bus service customer complaints.

Section 5. Operations.

DCTA shall be responsible for all aspects of the operation of the DCTA bus service. DCTA bus operators shall comply with all traffic control devices located at the Trinity Mills Station and shall operate the vehicles in a safe manner and at speeds established by DART for the Trinity Mills Station property.

Section 6. <u>Environmental Protection</u>.

- 6.01 DCTA shall not use or permit the use of the Trinity Mills Station for any purpose that may be in violation of any laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, the Texas Water Code and the Texas Solid Waste Disposal Act.
- 6.02 DCTA agrees its use of the Trinity Mills Station will not result in the intentional disposal or other release of any hazardous substance or solid waste by DCTA's officers, employees, agents, or contractors on or to the Trinity Mills Station other than that reasonably foreseeable during the normal and reasonable operation of similar shuttle services, and DCTA will take all reasonable steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged at the Trinity Mills Station by DCTA or its patrons, employees or invitees.
- 6.03 To the extent allowed by law, DCTA shall indemnify. <u>defend</u> and hold DART harmless against all costs related to the clean--up of hazardous materials at the Trinity Mills Station resulting from an act of DCTA's officers, employees, agents, or contractors during the use of the Trinity Mills Station under this Agreement, provided, however, such indemnification shall not extend to a clean--up made necessary because of an act of an officer, employee, agent, or contractor of DART, including HTSI, while providing services to DCTA pursuant to this Agreement.

Section 7. Use by DART.

The license granted herein is made expressly subject and subordinate to the right of DART to use the Trinity Mills Station for any purpose whatsoever to the extent such use does not interfere with DCTA's use of the Trinity Mills Station <u>as set forth herein</u>. for DCTA Rail Service pursuant to this provisions of this Agreement and/or other agreements regarding such matters between the

Exhibit "D" to Shared Services Agreement 09-25-2015

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Parties.

Section 8. Security.

It is understood by the parties that DART will not furnish DCTA with any additional security personnel at the Trinity Mills Station, above that which is already provided. DCTA shall, at all times, be responsible for providing such-security forof DCTA's property andor passengers. as DCTA's determines in its own discretion to provide.

Section 9. ADA Monitoring and Compliance.

The Parties acknowledge and understand that they are responsible for compliance with the requirements of the Americans with Disabilities Act (ADA) in operating their respective public transportation systems The Parties agree to monitor the transportation needs and special requirements of their customers who use the Trinity Mills Station and transfer from one mode of transportation to another, or from one Party's transportation system to the other Party's transportation system (e.g. DART train to DCTA bus or DCTA to DART bus) and shall reasonably cooperate with each other to provide the ADA accommodation necessary for transitioning from one Party's transportation system.

Section 10. Use of Contractors.

Nothing in this Agreement shall prevent <u>either PartyDCTA</u>_from using a contractor or agent to perform the bus service contemplated by this Exhibit D.

Section 11. Methods of Termination.

The License granted in this Exhibit D may be terminated in any of the following ways:

- 11.01 By written agreement of both Parties;
- 11.02 By either Party giving the other Party thirty (30) days prior written notice; or
- 11.03 Immediately by DART in the event that DCTA shall permanently discontinue the use of the Trinity Mills Station for DCTA Rail Service; or
- 11.04 By DART upon three (3) days' prior written notice to DCTA in the event that DCTA has materially breached any provision contained in this Exhibit 4 and has failed to remedy such breach within said three (3) day period; provided, however if such failure is not reasonably capable of being cured within such three (3) day period, the period to cure shall be extended for such reasonable periods that may be required under the circumstances so long as DCTA is diligently prosecuting the cure of such failure to completion.

Exhibit "D" to Shared Services Agreement 09-25-2015

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Commented [DL24]: Leave language as is.

Commented [HK25]: This anticipates the ability to terminate just this exhibit- (not the whole agreement). Do we want this? If so, make it/the mechanics more clear. If not, delete this provision.



Board of Directors Memo

September 22, 2016

Subject: 2(a) Approval of Resolution 16-06 Adopting DCTA FY2017 Operating & Capital Budget and Cashflow Model

Background

The Texas Transportation Code Chapter 460 requires the preparation of an annual budget for DCTA. The DCTA Board has adopted annual budget development and budget amendment procedures.

The proposed FY 2017 Budget was presented to the Finance Committee at its July Budget Workshop and incorporates their feedback. DCTA staff has prepared a balanced budget, where operating expenses and capital expenditures do not exceed current year revenues and undesignated fund balance/reserves. The proposed budget was also briefed to the Board at its July 28, 2016 meeting via the Finance Committee Chair Report. The information presented to the Finance Committee was incorporated in the Committee Chair Report.

The proposed FY 2017 Budget was also presented to the Board of Directors at the August Board meeting, in accordance with requirements under Chapter 460 of the Texas Transportation Code and DCTA Board policy and procedures, for Board review and comment as well as citizen input. Notice of the public hearing was published in the Denton Record Chronicle on August 12th, 2016. The proposed FY17 budget schedules were also available for viewing on the DCTA website.

Staff has worked very closely with the Finance Committee in the preparation of the FY17 Budget and presented a detailed review of the various components that comprise the DCTA capital and operating budget. The budget process was modified this year to make it more efficient and enabled the Finance Committee and Board to see the full impact of each component of the FY17 Operating & Capital Budget. In July, the Finance Committee held a budget workshop where all components of the FY17 budget were reviewed and discussed. This included the total operating and capital budget as well as the impact of the FY17 Proposed Budget on the cash flow model.

The proposed Budget contains revenue and expenditure assumptions for FY17 operating and capital expenditures. Included as agenda back-up are the following exhibits:

- Exhibit A: Proposed Fiscal Year 2017 Budget (operating revenues and expenditures for proposed FY17 as compared to the FY16 Revised Budget).
- Exhibit B: Capital Improvement Plan with Proposed FY17 appropriation
- Exhibit C: 5-year cash flow model. It incorporates the FY17 budget as proposed and provides the Board a view of the impact of the adopted FY17 budget on the cash flow model.
- Exhibit D: Fiscal Year 2017 Budget Contingency Plan

RM 2a

Identified Need

Approval of Resolution #16-06, adopting the FY17 Operating & Capital Budget is required to establish a budget for the 2017 fiscal year which will begin October 1, 2016.

Committee Review

In addition to the budget workshop held in July, the Finance Committee reported its activities and discussions at the regular July Board meeting by way of the "Finance Committee Chair – Report to the Board". The Finance Committee included Board members Richard Huckaby, Connie White, Tom Winterburn, and Dave Kovatch serving as Committee Chair.

Financial Impact

This item will determine the budget for FY17 and will begin on October 1, 2016.

Recommendation

Staff recommends the approval of Resolution #16-06, adopting the FY2016-17 Operating & Capital Budget, Budget Contingency Plan and Cash Flow Model.

Submitted By: Amanda Riddle, Budget Manager **Final Review** Anna Mosquedá, Approval Jim Cline, Presiden

DENTON COUNTY TRANSPORTATION AUTHORITY RESOLUTION NO. 16-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA) PROVIDING FOR ADOPTION OF THE DENTON COUNTY TRANSPORTATION AUTHORITY OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2016-2017, BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE BUDGET AS ADOPTED; ADOPTING THE BUDGET CONTINGENCY PLAN FOR FISCAL YEAR 2016-2017; ADOPTING THE DCTA CASH FLOW MODEL; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 460.403 of the Texas Transportation Code requires the Denton County Transportation Authority ("DCTA") to prepare an annual budget; and

WHEREAS, the prepared budget, budget contingency plan, and cash flow model have been presented to the public for review and comment; and

WHEREAS, the budget, budget contingency plan, and cash flow model have been presented to the DCTA Board of Directors for review and comment; and

WHEREAS, after consideration, it is the consensus of the DCTA Board of Directors that the proposed FY 2016–2017 budget as hereinafter set forth, meets the legal and practical requirements of the DCTA for the proper and sustained operation of DCTA services and capital expenditures and should be approved as presented;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THAT:

SECTION 1. The DCTA Operating and Capital Budgets for FY 2016-2017, the Budget Contingency Plan FY 2016-2017, and the DCTA Cash Flow Model, attached as Exhibits "A" through "D", be adopted and approved in all respects, and that the sums of money indicated in the proposed budget be approved as listed, and that the estimate of income and financial support as shown be accepted as proper and sufficient to pay such expenditures for both the operating and capital portions of the Budget.

SECTION 2. That all Budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2015-2016 are hereby ratified, and the budget for fiscal year 2015-2016, heretofore adopted by resolution of the DCTA Board of Directors, be and the same is hereby, amended to the extent of such transfers and amendments for all purposes.

SECTION 3. That all provisions of the resolutions of the DCTA Board of Directors in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

<u>SECTION 4</u>. That this Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THE 22ND DAY OF SEPTEMBER, 2016.

APPROVED:

Charles Emery, Chairman

ATTEST:

Richard Huckaby, Secretary

APPROVED AS TO FORM:

Peter & Smith

Peter G. Smith, General Counsel (PGS: 9-13-16:TM 79120)

		Bus O	pera	tions			_	
		FY15		FY16	Act	tuals as of June		
Revenue Source		Actuals	Or	iginal Budget		30, 2016	Pro	oposed FY17
Passenger Revenues								
Connect	\$	558,017	\$	591,052	\$	408,226	\$	560,511
Frisco	\$	-	\$	-	\$	3,564	\$	-
Access		83,860		77,179		61,165		76,360
UNT		30,918		-		-		-
NCTC		070 705		-		-		-
Total Passenger Revenues		672,795		668,232		472,956		636,871
Contract Services								
Connect	\$	57,000	\$	49,000	\$	8,000	\$	49,000
Frisco	\$	-	\$	-	\$	197,736	\$	242,084
UNT		2,345,817		2,473,267		2,117,208		2,686,482
UNT Fuel (Direct Pass Thru)		347,586		524,822		174,870		406,203
NCTC		162,124		162,956		148,425		198,790
NCTC Fuel (Direct Pass Thru)		22,843		53,642		12,536		67,428
Total Contract Services		2,935,371		3,263,687		2,658,775		3,649,987
Total	\$	3,608,166	\$	3,931,919	\$	3,131,731	\$	4,286,858
		Rail C	pera	tions				
		FY15		FY16	Ac	tuals as of June		
Revenue Source		Actuals		Budget		30, 2016	Pre	oposed FY17
Rail Farebox	\$	806,043	\$	874,678	\$	585,444	\$	809,137
Total	\$	806,043	\$	874,678	\$	585,444	\$	809,137
			G&A					1
		FY15	5001	FY16	Ac	tuals as of June	181	
Revenue Source		Actuals		Budget		30, 2016	Pr	oposed FY17
Interest Income	\$	24,772	\$	20,000	\$	42,585	\$	40,000
Fare Evasion Fee	Ψ	1,275	Ψ	1,500	Ψ	1,725	Ψ	1,500
Sales Tax		23,261,746		23,067,404		17,994,003		24,624,601
Federal Operating Grants		4,942,308		4,643,442		964,356		5,626,928
Federal Capital Grants		1,285,089		6,109,915		3,217,202		9,733,804
State Operating Grants		43,600		-		73,596		2 0 4 4 007
State Capital Grants		1,351,867		-		243,892		2,844,087
Debt Issuance		-		-		-		-
Total	\$	30,910,657	\$	33,842,261	\$	22,537,358	\$	42,870,920
TOTAL REVENUES	\$	35,324,866	\$	38,648,858	\$	26,254,533	\$	47,966,915
			7	,,			*	

Denton County Transportation Authority Fiscal Year 2017 Budget (Including Depreciation)

	12.5				{/	ncluding Depr	BCIBLION	
Description	FY15 Actuals	FY16 Original Budget	FY16 Revised Budget	Actuals as of June 30, 2016	FY17 Proposed Budget	\$ Increase / (Decrease)	% Increase / (Decrease)	Notes
	FTTJ Actuals	Duuger	Ludget	00110 30, 2010	Budget	1000100001	1	**Comparison is between the FY16 Revised Budget and the FY1
Revenue & Other Income Passenger Revenues (Bus Farebox)	672,795	668,231	668,231	472,956	636,871	(31,360)	-5%	Based on a 12 month rolling average
Passenger Revenues (Rail Farebox)	806,043	874,678	874,678	585,444	809,137	(65,541)	-7%	Based on a 12 month rolling average
Contract Service Revenue	2,935,371	3,263,687	3,534,517	2,658,775	3,649,987	115,470	3%	Based on current contract rates - includes NCTC, UNT and Frisco contract service
Total Revenue & Other Income	4,414,209	4,806,596	5.077,426	3,717,175	5.095,995	18,569	0%	20.5% (0) with
	4,414,200	4,000.000	0,011,420	0,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
GENERAL & ADMINISTRATIVE								Ment @ 3.5% (\$60k); Annual pay plan adjustment at \$25k; Salaries based on completed 2016 Co increase
								Expanded Level Positions Included: FT HR Position (currently PT w/no benefits), 2 additional Ma
Salary, Wages and Benefits	2,103,634	2,643,498	2,534,126	1,745,104	3,093,757	559,632	22%	Position variances: Senior Planner (filled in July 2016), Grants Manager (vacant)
Services	948,337	1,412,474	1,508,500	809,502	1,574,450	65,950	4% -50%	Vanpool fuel expense will be passed on to the consumer in FY17; grant funding only allows for lea
Materials and Supplies	172,635	239,700	239,700	106,470 11,792	118,982 27,600	(120,718) (26,640)	-49%	Decrease from re-allocation of Where's My Ride data costs to 500 (Bus) and 620 (Rail) budgets
Utilities	31,814	54,240 11,626	54,240 11,626	8,955	13,598	1,972	17%	Based 5% increase of our current rates
Insurance, Casualties and Losses Purchased Transportation Services	11,639 158,025	206.550	206,550	159,375		(19,182)	-9%	Vanpool purchased contract - lease expense based on new contract
Purchased mansportation Services	130,023	200,000	200,000	100,010	107,000	(10,102)	2,0	\$20k for Tultion Reimbursement; \$30k for NCTRCA Membership; \$9,250 Texas Transit Assoc Me
Miscellaneous	134,748	219,694	206,729	81,031	312,560	105,832	51%	contingency line items.
Leases and Rentals	116,104	107,976	107,976	97,268	123,981	16,005	15%	Includes Lakeway lease, copier leases as well as the allocation for common area maintenance at
Depreciation		33,333	33,333		28,333	(5.000)	-15%	Based on project closure projections
Subtotal - G&A	3,676,937	4,929,092	4,902,779	3,019,496	5,480,630	577,851	12%	1
BUS SERVICES								Includes 3% merit for non-operators (\$54k); Assumes a 15% in benefits (\$165k); 2 additional Med
Salary, Wages and Benefits	5,957,867	6,463,161	6,584,471	4,875,283	7,623,917	1,039,446	16%	hourly rate went from \$16.28 (FY16 budget) to \$16.61.
Services	566,898	714,150	775,608	504,474	755,541	(20,067)	-3%	
				005 100	0 404 705	500 700	369/	Fuel budgeted @ \$3.00/gallon for bus with an increase to the Fuel Stabilization Fund to \$450k; F to \$1.75 based on trend. Savings were used to increase Capital Infrastructure Fund.
Materials and Supplies	1,449,666	2,242,584	1,593,023	835,499		568,702	36% -7%	Based on current expenses
Utilities	149,843	176,732	176,732	104,651 227,879	164,620 316,956	(12,112) 27,701	-7 %	Based 5% increase of our current rates
Insurance, Casualities and Losses	282,526	289,255	289,255	221,019		21,101	0%	
Purchased Transportation Services	30,854	- 47,960	48,010			10,090	21%	\$4k increase for toll fees related to Frisco service; Additional training for supervisors - online & NT
Miscellaneous Leases and Rentais	6,443	6,000	34,000	24,334		9,308	27%	FWTA two bus leases (\$1,554.50 each/month)
Depreciation	1,628,053	1,917,896	1,953.887	1,210,258		308,402	16%	Based on project closure projections
Subtotal - Bus Services	10,072,150	11,857,738	11,454,986	7,802.552	the second second	1,931,470	17%	
RAIL SERVICES								
Salary, Wages and Benefits	277,509	287,591	299,419	223,201	315,252	15,833	5%	Merit Pay @ 3,5%; Benefit increase @ 10%; Salaries based on FY16 comp plan rates adopted a
Services	1,206,941	298,160	269,775	319,716	276,155	6,380	2%	Fuel budgeted @ \$2.75/gallon for rail with an increase to the Fuel Stabilization Fund to \$450k; Fi
Materials and Supplies	906,439	1,301,000	642,799	434,667	1,118,667	475,868	74%	to \$1.50 based on trend. Savings were used to increase Capital Infrastructure Fund.
Utilities	290,734	280,389	280,389	150,378	289,044	8,655	3%	
Insurance, Casualties and Losses	485,946	499,334	499,334	377,566	523,640	24,306	5%	Based 5% increase of our current rates
Purchased Transportation Services	9,922,894	11,427,074	10,427,074	7,628,423	9,375,986	(1,051,088)	-10%	Purchased transportation based on First Transit BAFO contract
Miscellaneous	20,996	13,693	13,693	10,554	14,745	1,053	8%	
Leases and Rentals	2,099	102,207	2,207	1,655	2,208	1	0%	
Depreciation	7,709,452	8,029,976	8,029,976			19,142	0%	Based on project closure projections
Subtotal - Rail Services	20,823,009	22,239,424	20,464,666	14.570.626	19,964,815	(499,851)	-2%	
Total Operating Expenses	34,572,095	39,026,254	36,822,430	25,392,674	38,831,900	2.009,470	5%	-
Income Before Non-operating Revenue & Exp	(30,157,886)	(34,219,658)	(31,745,004) (21,675,499) (33,735,905)			
Non-Operating Revenues / (Expense)								
Investment Income	24,772	20,000	20,000	42,585	40,000	20,000		Based on current interest earned
Non-Operating Revenues / (Expense)	147,360	1,500	1,500				0%	
Sales Tax Revenue	23,261,746	23,067,404	23,067,403	17,994,003	24,624,601	1,557,198	7%	4% increase of a forecasted sales tax for FY16 - Includes FY16 actual collections from Oct - Apr Increase is due to capital project schedules anticipated to roll into FY17; PTC related grants are
Federal Grants & Reimbursements	6,227,397	10,753,357	12,625,651	4,181,558	15,360,732	2,735,081	22%	schedule
State Grants & Reimbursements	1,395,467	-	227,029	317,488	3 2,844,087	2,617,058	1153%	TxDOT grant funds for the remaining Hike & Bike Trail and the Eagle Point project
Debt Issuance	- 1			-	-	-		
Long Term Debt Interest/Expense	(1,211,899)	(1,156,422)	(1,156,422					Based on debt schedules
Total Non-Operating Revenue / (Expense)	29,844,844	32,685,839	34,785,161			6,987,347	20%	1
Change in Net Position	(313,042)	(1,533,819)	3,040,157	102,593				4
Net Position - Beginning of Year:					21,629,394			1
Net Position - End of Year: Transfer to Capital Projects					29,665,997 (24,793,967			-
Net Position After Capital Projects					4,872,030			
	Contraction of the second seco							

Y17 Proposed Budget** Compensation Plan. Health benefits assume a 10% Marketing Interns lease expense to be reimbursed Membership. We are continuing to refine the travel and at \$30k Mechanic positions included for 2017 (\$141k); Avg. driver ; FY16 revised we realized savings and adjusted the rate NTI classes d at revised budget. ; FY16 revised we realized savings and adjusted the rate

April; budget for months May - September are budgeted at \$5.98M for FY17 based on project

	Declark		Broiget I TD	EV 2015	FY 2016	FY 2017				Anticipated Project Total
Project Name	Project Number	Project Budget	Project LTD thru FY 2014	FY 2015 Actuals	Projected	Proposed	FY 2018	FY 2019	FY 2020	(Thru 2020)
Bus Services	1441100	, rojoor Duugat		/ 1010013		. ispace				,
Bus Operations & Maintenance Facility	50301	11,497,555	11,328,630	635	168,290					11.497.55
	50505	1,634,000	11,520,050	62,000	1,572,000					1,634,00
Fleet Replacement (2015)	50408	106,753	2,332	104,422	1,072,000					106,75
Bus Radios	50601	250,000	2,332	104,422	20,000	230,000				250,00
Scheduling Software		165,000		4,601	100,582					165,00
Transit Enhancements (2015-2016)	50204			4,007	100,302	149,500				149,50
Bus Fleet Cameras	50409	149,500				2,800,000				2,800,00
Fleet {2016}	50507	1,250,000 139,000			139,000	2,000,000				139,0
APS Bus Purchase	50508				139,000	200,000	-		And a local state	200,0
AVL & Farebox Systems	NEW	200,000		-		250,000	250,000			500,0
OMF Lewisville - Fuel Tanks	NEW	250,000				230,000	3,300,000	2,400,000	2,500,000	8,200,00
Fleet (Out Years)							3,300,000	1,200,000	2,500,000	1,200,00
Fleet Farebox Replacement			-	•		-	-	1,200,000		1,200,01
Rall Services										
Passenger Information	60701	96,821	57,670	3,740	35,410					96,82
Positive Train Control Preparation	61406	1,346,527	1,170,664	175,863						1,346,52
Positive Train Control Implementation	61406.1	16,720,141			3,374,992		5,858,677			16,720,14
ewisville Bike Trail	61708	3,099,856	649,338	1,329,081	171,437	950,000				3,099,85
Rail Maintenance of Equipment	61712	1,302,627	137,849	826,407	338,371					1,302,62
Rail Single Car Operations	61503	26,221	22,169	4,052						26,22
GTW Wheel Work	61505	915,041		441,057	473,984					915,04
Shunt Enhancement	61407	96,546		96,546						96,54
Mills Crew Facility	61209	250,000		32,528	117,472	100,000				250,00
Station Landscaping	61210	485,000		25,455	459,545					485,00
Rail Drainage Improvement	61104	429,980		396,470	33,510					429,98
Rail Mobilization (2015)	61604	2,119,517		000,170	2,119,517					2,119,51
	61713	300,000		215,791	84,209					300,00
Disaster Recovery				213,731	85,000					325,48
Rail Facility Flume Repair {2015 Flood}	61713.1	325,482								2,157,76
Grade Crossing Replacements (2015 Flood)	61713.2	2,157,760			100,000					
lebron Signal House (2015 Flood)	61713.3	122,000			122,000					122,00
Ballast Undercutting (2015 Flood)	61713,4	761,600			761,600					761,60
Pockrus Page {2015 Flood}	61713.5	623,000			75,000					623,00
Rail Capital Maintenance	61714	745,000			745,000	3,970,430	3,330,999	2,000,000	3,293,971	13,340,40
Stadler Spare Parts	61506	96,000			96,000					96,00
ABB Stadler Spare Parts	61507	276,000			276,000					276,00
Frail Safety Improvements	61715	139,657				139,657				139,65
are Collection Systems	61401	733,104	649,943	14,000		69,161				733,10
Stadler Fleet Emergency Lighting	61508	190,000			190,000					190,00
ewisville Bike Trail - Eagle Point Section	61716	2,995,873			100,000	2,895,873				2,995,87
28.4										
	40004	200.000				200 000				200,00
COGNOS Report Writing Application	10601	200,000		70.010	400 700	200,000	70 407			420,22
Comprehensive Service Analysis	10602	420,222		76,210	123,790		73,407			
.egal Support	10603	226,553		10,915	215,638					226,55
Shortel Phone System	10402	85,000			85,000					85,00
ewisville Facilities Study	10301	100,000			100,000					100,00
Safety & Security (Agency-Wide)	NEW	250,000			-	250,000	•		•	250,00
Infrastructure Acquisition	NEW	1,900,000	-	11=2	-	1,900,000			FULLA DA	1,900,00
Project Management/Document Control	NEW	150,000			-	150,000	150,000	150,000	150,000	600,00

	Audited	Adopted Revised	Projected						
PERATING REVENUES	2015*	2016	2016	2017	2018	2019	2020	2021	2022
eginning Fund Balance:	\$ 20,655,595	\$ 25,789,446	\$ 25,789,446	\$ 21,629,394	\$ 13,466,767	\$ 11,428,627	\$ 11,859,322	\$ 12,625,571	\$ 15,119,
us Operating Revenue all Operating Revenue	\$ 3,608,166 806,043	\$ 4,202,748 874,678	\$ 4,202,748 874,678	\$ 4,286,858 809,137	\$ 4,402,726 817,228	\$ 4,521,943 825,401	\$ 4,709,575 916,195	\$ 4,836,440 925,357	\$ 4,966, 934,
DN-OPERATING REVENUES	000,043	014,010	014,010	000,107	011,220	020,101	010,100		ALL CONTRACTOR OF THE OWNER
ales Tax Revenue	23,261,746	23,067,404	23,067,404	24,624,601	25,609,585	26,633,968	27,699,327	28,807,300	29,959,
ormula Grants (Operating) terest Income-Non RTRFI Funds	4,985,908 24,772	4,717,038 20,000	3,786,025 20,000	3,492,246 40,000	5,703,755 40,400	5,765,515 34,286	6,241,517 35,578	5,336,096 37,877	4,981,
isc. Revenue	199,175	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1
estricted RTRFI Interest Income									
Deal Revenues	32,885,811	32,883,368	31,952,355	33,254,342	36,575,195	37,782,614	39,603,693	39,944,570	40,889
PERATING EXPENSES	8,444,097	9,501,097	9,501,097	11,124,167	11,904,182	12,439,021	12,881,768	13,336,362	13,816
ail Operating Expense	13,113,557	12,434,690	12,434,690	12,015,697	12,554,073	13,053,869	13,337,162	13,798,195	14,145
&A Operating Expense	3,676,937	4,869,450	4,869,450	5,452,296	5,505,807	5,694,385	5,890,173	6,093,469	6,304
	51,815					등 방법 모두 가로			
on-Operating (Income) / Expense otal Expenses	25.286.406	26,805,237	26,805,237	28,592,160	29,964,062	31,187,275	32,109,102	33,228,025	34,266
ET INCOME	7,599,405	6,078,131	5,147,118	4,662,182	6,611,133	6,595,338	7,494,590	6,716,545	6,623
APITAL OUTLAY			an stephenic						
us Capital Expenditure	657,064	478,189	268,872	209,317	4 000 000	2,400,000	1,200,000	400,000	1,000
us Fleet Replacement Expense ofessional Services / Technology Improvements	198,955 79,950	2,961,000 1,030,060	1,711,000 579,838	2,800,000 576,815	1,000,000 73,407	2,400,000	1,200,000	400,000	1,00
adler Fleet (Vehicles)		190,000	190,000		-	-	-	-	
ight of Way	-	139,657	-	139,657	-		-		
ail Capital Expenditure (LV Hike & Bike)	1,329,081	1,221,437	271,437	3,845,873	-	्र	-	-	
ail Capital Expenditure (Community Enhancements) / Parking Expansion	268,779 31,073							1	
ail Station Improvements	71,983	746,178	577,017	169,161	-		ē.1		
ail MOW	337,265	33,510	33,510	-	-			1	
ail MOE	303,208 100,598	812,356	812,356	-	-			1	
ngle Car Operations / Shunt Enhancement e-Railing Equipment	121,000	8259 1 1 1							
ail Capital Maintenance	,	1,117,000	1,117,000	3,970,430	3,330,999	2,000,000	3,293,971	2,000,000	2,64
saster Recovery - 2015 Floods	215,791	2,236,291	1,227,809	2,846,242	-		1		
ail Mobilization ositive Train Control	175,863	2,119,517 3,374,992	2,119,517 3,374,992	7,486,472	- 5,858,677				
	175,005	3,374,882	3,374,332	7,400,472	0,000,077				
IER 1 - Capital Requests		1.1.2							
afety & Security (Agency Wide)				250,000				1	
VL & Farebox Systems DMF Lewisville - Fuel Tanks				200,000 250,000				1	
frastructure Acquisition				1,900,000					
		37.5							
IER 2 - Capital Requests roject Management/Document Control				150,000	150,000	150,000	150,000	150,000	15
dditional Fleet Purchases				100,000	2,300,000	100,000	1,300,000	1,900,000	1,00
eet Farebox Replacement						1,200,000	28.93		
MF Lewisville - Fuel Tanks					250,000				
otal Capital Outlay	3,890,611	16,460,187	12,283,347	24,793,970	12,963,089	5,750,000	5,943,971	4,450,000	4,79
APITAL SOURCES	0,000,011		12,200,041						
w Money (Debt Issuance)	Contraction of the local division of the loc	1.000.004	1 000 001	E 000 470	4 000 040				-
IRFI/RTC Funds EMA/Insurance Reimbursements		1,823,881	1,823,881	5,989,178 2,134,682	4,686,942				
ormula Grants (Capital)	2,636,956	4,526,336	2,859,655	6,588,713	2,384,941	2,350,341	1,994,998	3,023,498	3,50
otal Capital Sources	2,636,956		5,712,601	14,712,572	7,071,882	2,350,341	1,994,998	3,023,498	3,50
EBT SERVICE		Cardo Targar T							
08 Issue (ST) Debt Service 09 Refunding (ST) Debt Service	761,492	1,718,387	1,718,387	1,713,687	1,717,590	1,714,697	1,715,209	1,713,925	1,7
11 Contractual Obligations (Vehicles)	336,945		763,955	770,183	775,785	785,761	794,955		81
11 Contractual Obligations (PTC)	113,463	254,081	254,081	259,542	264,691	264,526	269,205	273,571	27
18 Contractual Obligations (PTC)	-		-	-	-	-	-	-	
tal Debt Service	1,211,900	2,736,423	2,736,423	2,743,412	2,758,066	2,764,984	2,779,369	2,795,862	2,80
ernal Debt Service Coverage: Itstanding Bond Principal as of September 30th (End of Each Fiscal Ye	6.27	2.22	1.88 \$ 30,385,000	1.70 \$ 28,740,000	2.40 \$ 27,020,000	2.39 \$ 25,230,000	2.70 \$ 23,360,000	2.40 \$ 21,405,000	\$ 19,37
	ľ								
ear End Audit Adjustment									
nding Fund Balance:	25,789,446	20,806,611	21,629,394	13,466,767	11,428,627	11,859,322	12,625,571	15,119,751	17,64
ess Restricted RTRFI Interest Income ess Required Fund Balance (O&M Reserve Policy):	6,321,601	6,701,309	6,701,309	7,148,040	7,491,015	7,796,819	8,027,276	8,307,006	8,50
ass Sales Tax Stabilization Fund	697,852	A REAL PROPERTY AND ADDRESS OF THE OWNER	692,022	738,738	768,288	799,019	830,980	864,219	
ess Fuel Stabilization Fund	50,000	72,582	72,582	450,000	450,000	450,000	450,000	450,000	4
	638,664	3,961,050	3,961,050	2,000,000	2,000,000	2,000,000	2,500,000	5,000,000	5,00
ess Capital/Infrastructure	030,004	0,001,000							A SAME

Board of Directors RM 2(a) - Exhibit C

DCTA Budget Contingency Plan FY2017

The fiscal year budget includes revenue streams based on historical trends and projections of future activity. The largest revenue stream is sales tax. A contingency plan is recommended should the budgeted increase in sales tax not materialize or, if there is a need for service enhancements not planned in the fiscal year budget and it is determined that sales tax revenue has increased sufficiently to support sustainable service.

Section I: Sales Tax Revenue Shortfall

The following precautionary actions will be initiated immediately if a sales tax revenue shortfall is anticipated:

Initial Precautionary Action

- Freeze all new hire positions and vacant positions except with necessity review by the Budget Assessment Team.
- Identify any non-traditional revenue sources.
- Re-justify all planned capital outlay over \$10,000 to the Budget Assessment Team prior to expenditures.
- Re-justify all vehicle replacement/purchase schedules to the Budget Assessment Team.
- Re-justify all travel related expenditures to the Budget Assessment Team.
- Re-justify expenditures related to the service and materials & supplies category including, but not limited to:
 - Technology
 - Professional Services
 - Consulting Fees

Initiate the following expenditure reductions and measures if a cumulative unanticipated shortfall in sales tax revenue is equal to:

2% Reduction (\$492,492)

- Realized savings will not be transferred between categories.
- Prohibit unbudgeted expenditures including supplies and maintenance accounts.

- The Management Team will be required to review, monitor and control planned expenditures greater than \$5,000.
- Supplemental appropriations will not be made from budgeted savings or unappropriated fund balance.
- All carry forward requests will be carefully reviewed and approved by Finance.
- Any overtime must be pre-approved by department heads.
- Determination made and plan developed regarding utilization of sales tax stabilization fund. Utilization of sales tax stabilization funds will require Board Approval prior to implementation.

3% Reduction (\$738,738)

- Freeze all travel and training requests except with necessity review by the Budget Assessment Team.
- Reduce expenditures in operations and maintenance accounts in each functional area. Amount of reduction to be determined by Budget Assessment Team.
- Freeze capital outlay except with necessity review by the Budget Assessment Team.
- Indefinitely freeze all vacant positions except with necessity review by the Budget Assessment Team.

4% Reduction (\$984,984)

- Will require Board policy decisions regarding service delivery and fund balance reserves.
- Re-evaluate any budgeted transfer to Capital Projects which is not a grant match requirement.
- The Budget Assessment Team will review service level reductions, passenger fare increases, elimination of specific programs, and reduction in work force. This would require implementation of the Service Reduction Policy.
- Evaluate the 90-day Operating Fund Balance Reserve Policy and consider options for fund balance utilization or utilization of other reserve funds. Board action will be required for utilization of reserve funds.

Section II: Sales Tax Revenue Sustainable Increase

The following steps will be followed when it is determined that additional midyear service level enhancements are necessary (above those already programmed in the annual budget) and sales tax revenue exceeds budget and prior year's actual for at least 4 consecutive months and a determination is made that sales tax revenue increase is sufficient to support sustainable service levels.

For planning purposes recommended service level increases will be less than/ or equal to the available sales tax stabilization fund.

Increases in sales tax revenue may be utilized to fund:

- Direct service enhancements
- System support
- Capital Infrastructure and maintenance reserve

Recommended service levels enhancements will be evaluated and prioritized based on:

- System performance and,
- Board adopted service standards and service plan

Service Level considerations are not limited to additional transit service hours but may include other agency or transit system support requirements.

Service Level enhancement decisions will follow annual Decision Cycle framework

Prior to implementation and adoption by Board, additional service level enhancements will be incorporated into long-range cash flow model to identify impact of current enhancement in future years

Implementation of Service Level Enhancements will require Board action and revision of annual budget

Section III: Federal Grant Funding Reduction

The following precautionary actions will be initiated immediately if a federal grant reduction is anticipated:

Capital Expenditures:

- Identify and evaluate other available funding sources
- Evaluate scaling back the scope of the project to the allocated funds, if feasible
- Freeze project pending review and discussion with Board of Directors.

Operating Funds:

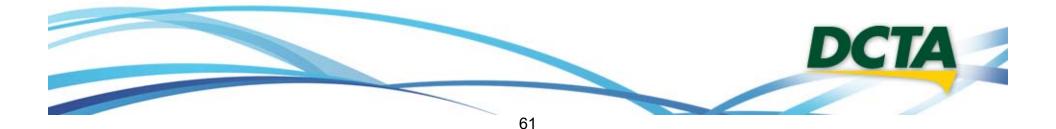
• Follow the Sales Tax Revenue Shortfall Procedure

Denton County Transportation Authority



Your Future Is Riding On Us.

Board of Directors September 22, 2016



Today's Agenda

- FY17 Budget
 - Cash Flow Model Overview
 - Revenue Projections
 - Operating Budget
 - Base-line Budget Assumptions
 - Expanded Level Projects
 - Capital Projects



Service Level Changes

- Highland Village Changes COMPLETE
- Lewisville COA August 2016
- 35W(Denton-Ft. Worth) October 2016
- Denton COA Phase 1 January 2017
- Rail Service Placeholder August 2017
- Denton COA Phase 2 January 2018



FY17 Revenues Operating – Bus

- Based on 12-month rolling average
- Connect Avg. Fare \$.95
- UNT contract rate \$49 per revenue hour
- NCTC contract rate \$42.80 (5% increase) per revenue hour
- Fuel at \$3.00 direct pass thru

	 Bus Op	era	tions				
	FY15		FY16	Α	ctuals as of	I	Proposed
Revenue Source	Actuals		Budget	Ju	une 30, 2016		FY17
Passenger Revenues							
Connect	\$ 558,017	\$	591,052	\$	408,226	\$	560,511
Frisco	\$ -	\$	-	\$	3,564	\$	-
Access	83,860		77,179		61,165		76,360
UNT	30,918		-		-		-
NCTC			-		-		-
Total Passenger Revenues	672,795		668,232		472,956		636,871
Contract Services							
Connect	\$ 57,000	\$	49,000	\$	8,000	\$	49,000
Frisco	\$ -	\$	-	\$	197,736	\$	242,084
UNT	2,345,817		2,473,267		2,117,208		2,686,482
UNT Fuel (Direct Pass Thru)	347,586		524,822		174,870		406,203
NCTC	162,124		162,956		148,425		198,790
NCTC Fuel (Direct Pass Thru)	22,843		53,642		12,536		67,428
Total Contract Services	2,935,371		3,263,687		2,658,775		3,649,987
Total	\$ 3,608,166	\$	3,931,919	\$	3,131,731	\$	4,286,858



FY17 Revenues Operating – Rail

Rail Operations										
Revenue Source				FY16 Budget	Actuals as of June 30, 2016			Proposed FY17		
Rail Farebox	\$	806,043	\$	874,678	\$	585,444	\$	809,137		
Total	\$	806,043	\$	874,678	\$	585,444	\$	809,137		

- Rail ridership based on a 12 month rolling average
- Average Fare \$1.45



FY17 Revenues Non-Operating

	G	&A		
	FY15	FY16	Actuals as of	Proposed
Revenue Source	Actuals	Budget	June 30, 2016	FY17
Interest Income	\$ 24,772	\$ 20,000	\$ 42,585	\$ 40,000
Fare Evasion Fee	1,275	1,500	1,725	1,500
Sales Tax	23,261,746	23,067,404	17,994,003	24,624,601
Federal Operating Grants	4,942,308	4,643,442	964,356	5,626,928
Federal Capital Grants	1,285,089	6,109,915	3,217,202	9,733,804
State Operating Grants	43,600	-	73,596	-
State Capital Grants	1,351,867	-	243,892	2,844,087
Debt Issuance	-	-	-	-
Total	\$ 30,910,657	\$ 33,842,261	\$ 22,537,358	\$ 42,870,920

- Sales Tax @ 4% for Proposed FY17 and remaining out years of CFM
 - Based on FY16 sales tax projection: Actuals received for Oct-April; Budget May-Sept



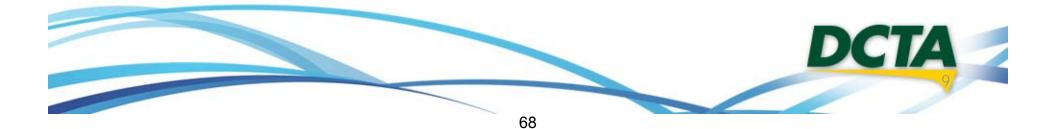
FY17 Revenues Grants – Capital Detail

- PTC \$5.98M
- Fleet Replacement \$2.57M
- COA \$117K
- Cognos Software \$160k
- Bus Scheduling Software \$184k
- Transit Enhancements \$51k
- Bus Fleet Cameras \$102k
- Safety & Security \$112k
- Hike & Bike
 - Eagle Point \$2.08M
- FEMA Funds \$2.13M



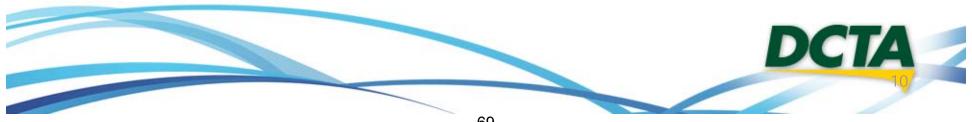
FY17 Revenues Sales Tax Revenue

Sales Generated in Month of:	Received in Month of:	Bud (Act	15-2016 Year get Projection uals thru June allocation)		Y17 Budget 4% over ojected 2016
October	December	\$	1,821,854	\$	2,059,694
November	January	\$	1,959,303	↓ \$	1,868,958
December	February	\$	2,669,055	≎ \$	2,576,027
January	March	\$	1,637,497	\$	1,844,463
February	April	\$	1,776,656	\$	1,658,601
March	May	\$	2,340,336	\$	2,195,698
April	June	\$	1,955,110	\$	1,909,645
May	July	\$	1,809,657	\$	1,860,507
June	August	\$	2,009,992	\$	2,227,399
July	September	\$	1,755,537	\$	1,932,950
August	October	\$	1,865,219	\$	2,205,009
September	November	\$	2,077,285	\$	2,285,650
YTD Total		\$	23,677,501	\$	24,624,601



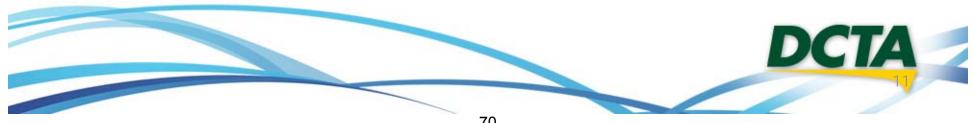
FY17 Budget-In-Brief Base-line Assumptions

- DCTA
 - Merit Pay 3.5% (\$59,928)
 - Pay Plan Adjustment \$25,000
- TMDC
 - Non-Union 3% merit (\$53,550)
 - Union (bus operators) per union contract avg. \$16.61/hr.
- Fuel
 - \$3.00/gallon (Bus 380k gallons)
 - \$2.75/gallon (Rail 400k gallons)
 - *Increased fuel stabilization fund to \$450k



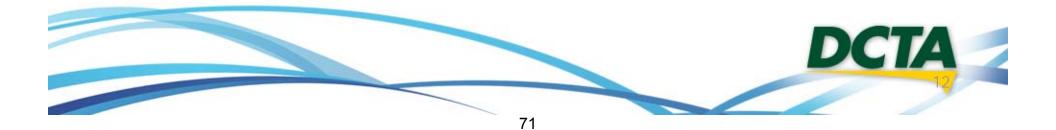
FY17 Budget-In-Brief **Base-line Assumptions**

- Health Care Costs Increase
 - DCTA
 - Assumes 10% increase in benefit rate
 - Additional positions added
 - Grants Manager (Vacant in FY16)
 - Senior Planner (Hired in July 2016)
 - Payroll & Benefits Coordinator (PT in 2016)
 - TMDC
 - Assumes 15% increase in benefit rate
 - Additional positions added
 - 2 Mechanics



FY17 Budget Expanded Level Projects - Operating

- Staffing
 - Marketing Interns (2) \$33,460
 - Mechanic (2) \$141,360
 - Payroll & Benefits Coordinator (PT to FT) \$51,223 (Net Impact)
- Memberships
 - Texas Transit Association \$9,250
 - NCTRCA Membership \$30,000
 - Will allow staff access to a DBE database for procurement activities.

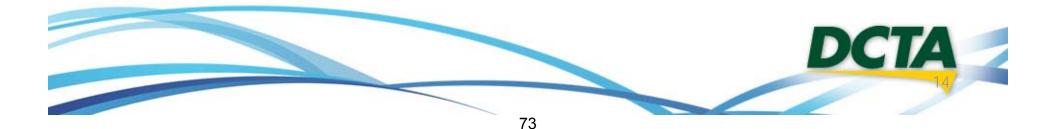


FY17 Budget Expanded Level Projects - Operating

- Passenger Amenities
 - UNT Bus Stop Poles/Signage \$58,900
- Service Enhancements
 - 35W-Denton-Ft.Worth (Oct '16) \$450k
 - Denton COA Phase 1 (Jan '17) \$150k (\$200k annual)
 - Rail Service Placeholder (Aug '17) \$41,667 (\$250k annual)
 - Denton COA Phase 2 (Jan '18) \$315k in 2018 (\$420k annual)



FY17 STATEMENT OF CHANGE IN NET POSITION



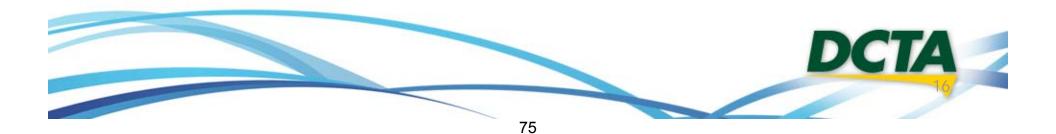
FY17 Statement of Change in Net Position G&A Operating Expenses

Description	FY15 Actuals	FY16 Original Budget	FY16 Revised Budget	Actuals as of June 30, 2016	FY17 Proposed Budget	\$ Increase / (Decrease)	% Increase / (Decrease)
GENERAL & ADMINISTRATIVE							
Salary, Wages and Benefits	2,103,634	2,643,498	2,534,126	1,745,104	3,093,757	559,632	22%
Services	948,337	1,412,474	1,508,500	809,502	1,574,450	65,950	4%
Materials and Supplies Utilities	172,635 31,814	239,700 54,240	54,240	106,470 11,792	118,982 27,600	(120,718) (26,640)	-49%
Insurance, Casualties and Losses Purchased Transportation Services	11,639	11,626 206,550		8,955 159,375	13,598 187,368	1,972 (19,182)	17% -9%
ruchased mansportation Services	130,023	200,330	200,000	109,575	107,500	(13,102)	-370
Miscellaneous	134,748	219,694	206,729	81,031	312,560	105,832	51%
Leases and Rentals	116,104	107,976	107,976	97,268	123,981	16,005	15%
Depreciation	-	33,333	33,333	-	28,333	(5,000)	-15%
Subtotal - G&A	3,676,937	4,929,092	4,902,779	3,019,496	5,480,630	577,851	12%



FY17 Statement of Change in Net Position Bus Operating Expenses

Description	FY15 Actuals	FY16 Original Budget	FY16 Revised Budget	Actuals as of June 30, 2016	FY17 Proposed Budget	\$ Increase / (Decrease)	% Increase / (Decrease)
BUS SERVICES							
Salary, Wages and Benefits	5,957,867	6,463,161	6,584,471	4,875,283	7,623,917	1,039,446	16%
Services	566,898	714,150	775,608	504,474	755,541	(20,067)	-3%
Materials and Supplies Utilities	1,449,666	2,242,584	1,593,023	835,499	2,161,725	568,702	36% -7%
	149,843	176,732		104,651	164,620	(12,112)	
Insurance, Casualties and Losses	282,526	289,255	289,255	227,879	316,956	27,701	10%
Purchased Transportation Services	-	-		-	-	-	0%
Miscellaneous	30,854	47,960	48,010	20, 174	58,100	10,090	21%
Leases and Rentals	6,443	6,000	34,000	24,334	43,308	9,308	27%
Depreciation	1,628,053	1,917,896	1,953,887	1,210,258	2,262,289	308,402	16%
Subtotal - Bus Services	10,072,150	11,857,738	11,454,986	7,802,552	13,386,455	1,931,470	17%



FY17 Statement of Change in Net Position Rail Operating Expenses

Description	FY15 Actuals	FY16 Original Budget	FY16 Revised Budget	Actuals as of June 30, 2016	FY17 Proposed Budget	\$ Increase / (Decrease)	% Increase / (Decrease)
RAIL SERVICES							
Salary, Wages and Benefits	277,509	287,591	299,419	223,201	315,252	15,833	5%
Services	1,206,941	298,160	269,775	319,716	276,155	6,380	2%
Materials and Supplies	906,439	1,301,000	642,799	434,667	1,118,667	475,868	74%
Utilities	290,734	280,389	280,389	150,378	289,044	8,655	3%
Insurance, Casualties and Losses	485,946	499,334	499,334	377,566	523,640	24,306	5%
Purchased Transportation Services	9,922,894	11,427,074	10,427,074	7,628,423	9,375,986	(1,051,088)	-10%
Miscellaneous	20,996	13,693	13,693	10,554	14,745	1,053	8%
Leases and Rentals	2,099	102,207	2,207	1,655	2,208	1	0%
Depreciation	7,709,452	8,029,976	8,029,976	5,424,467	8,049,118	19,142	0%
Subtotal - Rail Services	20,823,009	22,239,424	20,464,666	14,570,626	19,964,815	(499,851)	-2%

*Purchased Transportation based on current "Best and Final Offer" received from First Transit



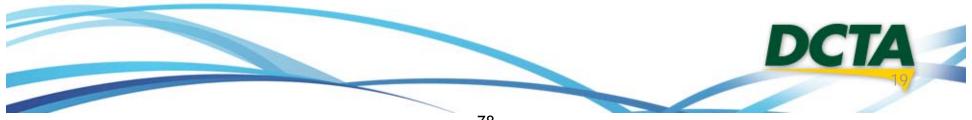
FY17 Statement of Change in Net Position Non-Operating Revenues (Expenses)

Description	FY15 Actuals	FY16 Original Budget	FY16 Revised Budget	Actuals as of June 30, 2016	FY17 Proposed Budget	\$ Increase / (Decrease)	% Increase / (Decrease)
Non-Operating Revenues / (Expense)							
Investment Income	24,772	20,000	20,000	42,585	40,000	20,000	100%
Non-Operating Revenues / (Expense)	147,360	1,500	1,500	109,583	1,500	-	0%
Sales Tax Revenue	23,261,746	23,067,404	23,067,403	17,994,003	24,624,601	1,557,198	7%
Federal Grants & Reimbursements	6,227,397	10,753,357	12,625,651	4,181,558	15,360,732	2,735,081	22%
State Grants & Reimbursements	1,395,467	-	227,029	317,488	2,844,087	2,617,058	1153%
Long Term Debt Interest/Expense	(1,211,899)	(1,156,422)	(1,156,422)	(867, 124)	(1,098,412)	58,010	-5%
Total Non-Operating Revenue / (Expense)	29,844,844	32,685,839	34,785,161	21,778,093	41,772,508	6,987,347	20%



FY17 Budget Capital

- Capital {New}
 - AVL & Farebox Systems \$200k
 - IOMF Lewisville Fuel Tanks \$250k
 - Safety & Security (Agency-Wide) \$250k (Partially Grant Funded)
 - Infrastructure Acquisition \$1.9M
 - Project Management/Document Control \$150,000



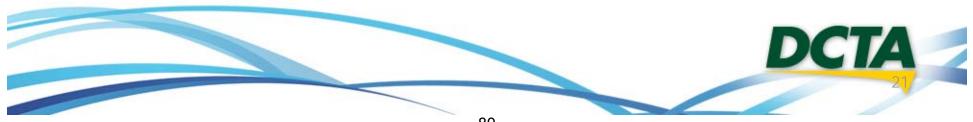
FY17 Budget Capital

- Capital {Roll-Over}
 - Fleet {2016} \$1,250,000 (on order 85% grant funded)
 - Comprehensive Service Analysis \$146,815 (80% grant funded)
 - Transit Enhancements \$59,817 (80% grant funded)
 - Bus Scheduling Software \$230k (80% grant funded)
 - Financial Reporting (COGNOS) \$200k (80% grant funded)
 - T. Mills Crew Facility \$100,000
 - Bus Fleet Cameras \$149,500 (\$102k grant funded)
 - Lewisville Hike & Bike Trail \$950,000 (80% grant funded)



FY17 Budget Capital

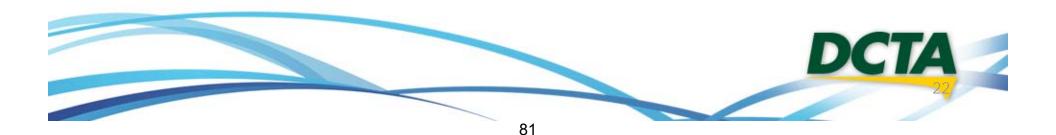
- Capital {Roll-Over}
 - Rail Facility Flume Repair \$240,482 (FEMA)
 - Grade Crossing Replacements \$2,057,760 (FEMA)
 - Pockrus Page \$548,000 (FEMA)
 - Trail Safety Improvements \$139,657
 - Fare Collection Systems \$69,161
 - Eagle Point Hike & Bike Trail \$2,895,873



Next Steps

- September

- Incorporate Public Hearing Feedback
- Formal adoption of FY17 Operating & Capital Budget
 - Accompanying Cash Flow Model





Board of Directors Memo

September 22, 2016

Subject: Authorize Resolution Designating Officials for DCTA Depository

Background

Separation of duties is a key concept of internal controls. A standard safeguard in organization is to require two authorized signatures on checks over a specific amount. As such the Board has adopted ordinances or resolutions to authorize certain Officers and Members of the Board of Directors of DCTA to draw and sign checks on DCTA Depository accounts. At its inception, two signatures (one designated Officer and one designated Member of the Board) were required for amounts over \$1,000. Currently the threshold required two signatures for amounts equal to or greater than \$5,000.

The Chief Financial Officer of DCTA is the designated financial officer for the agency and the Board has designated the following Officers and Members of the Board to draft against DCTA's bank depository accounts:

Officers: Chief Financial Officer President

Board of Directors: Chairman Vice-Chairman Treasurer

Identified Need

As DCTA has matured it has grown to doing business at a substantially higher level, both in terms of the level of activity and dollar volume. DCTA processes payments to vendors weekly. In order to balance the time requirements for a designated board member to be available weekly it is necessary to add additional Board of Directors member designated to draft against DCTA's bank depository accounts. It is also necessary to re-visit the \$5,000 threshold limit in order to support operational effectiveness and not hinder efficient flow of business.

Recommendation

The recommendation is that the Secretary and an Assistant-Treasurer (to be designated by the Chairman of the Board of Directors) be added as signatory to draft against DCTA's depository accounts. And, that the threshold for requiring a second signature by a designated member of the Board of Directors be changed to greater than or equal to \$25,000.

Financial Impact:

This item should reduce Staff and Board time associated with check signing.

Recommendation:

It is the Staff's recommendation that the Board approval of the resolution to add the two additional Board of Director positions and change the threshold for which a second signature is required to \$25,000

Anna Mosqueda, CFO Submitted by: Anna Mosqueda, CFO Approval:

RM Item 2(c)

Will be provided at the meeting.



Board Memo

September 22, 2016

Subject: RM 2(d) Discussion/Authorize the President to execute a contract renewal and amendment with the City of Frisco for the provision of transit service

Background

DCTA currently operates demand response service for the City of Frisco utilizing fleet provided by the NCTCOG for provision of service to Frisco residents.

Identified Need

The current agreement is set to expire November 30, 2016. To ensure continuation of service to Frisco residents, the Authority and the City of Frisco desire to renew the current agreement for one year and address any necessary revisions to the existing agreement.

The City of Frisco also desires to incorporate utilization of taxi service to allow expansion of service, increase capacity capabilities and improve operational efficiencies. The agreement renewal will include an amendment allowing DCTA to assist in the coordination of this transit solution.

Financial Impact

There will be no negative impact to the agency. Revenues will include direct operational costs and the rate per hour of service will continue to be monitored and adjusted as necessary.

Recommendation

Staff recommends the Board of Directors authorize the President to execute a contract renewal and amendment with the City of Frisco for the provision of transit service

Submitted by: Kristina Brevard Vice President Planning & Development

Final Review: uch James C. Cline, Jr President





September 19, 2016

The City of Frisco and the Denton County Transportation Authority (DCTA) are committed to partner in further addressing mobility needs within the Frisco community. New transit solutions are currently being explored to assist in increasing capacity of the existing service, improve operational efficiencies, expand service options for residents and continue to maintain cost containment efforts while providing safe and reliable transit services to Frisco residents.

As the entities continue to develop new transit solutions for implementation within the Frisco community, the goal is to implement a Pilot Taxi Partnership Program to address any capacity needs and service option expansion demands. This program has the potential to leverage a third party vendor to assist in providing some of the pre scheduled On Demand trips for ambulatory passengers, passengers not requiring the need of mobility devices or extra assistance from operators. Contracting a third party vendor will provide additional capacity and the ability to expand the existing service area for Frisco residents. It is expected this program can be implemented later this Fall. Once implemented, DCTA and the City of Frisco will monitor and evaluate the pilot program in order to determine if the pilot program requires any modification, should continue as a permanent program or be replaced by another transit solution.

To address future needs, DCTA is preparing to undergo the necessary procurement processes for continuation of a Taxi Partnership Program as well as a Transportation Network Company (TNC) Partnership Program which will provide additional transit options for the Frisco community.

DCTA is committed to being the City of Frisco's transit provider and to partner with the City for continued service to Frisco residents while the City of Frisco is committed to assisting with continued financial and staff support in the exploration, development and implementation of necessary transit solutions.

George Purefoy City Manager

James C. Cline Jr., P.E., President Jun Denton County Transportation Authority



September 22, 2016

Subject: RM 2(e) Discussion/Authorize the President to execute the implementation of Pilot I-35W commuter bus service and Inter-Local Agreement in partnership with the FWTA

Background

The Fort Worth Transportation Authority (FWTA) and Denton County Transportation Authority (DCTA) have formed a partnership to plan and implement service along the I-35W corridor connecting Tarrant County and Denton County. This joint project will establish commuter service between Denton and Fort Worth in an effort to reduce highway congestion and to provide an alternative commute to the university community and commuters regularly traveling the I-35W corridor. It is still the desire of both agencies to see passenger rail service in the future along this corridor and it is industry practice to operate commuter bus service as a precursor to rail service in a well-traveled corridor.

The commuter service is approximately 40 miles in length utilizing the I-35W corridor from FWTA's Intermodal Transit Center (ITC) located in downtown Fort Worth with multiple stops within the city of Denton. In addition to the end of line locations in Fort Worth and Denton, this service will offer passengers a limited number of stops including the FWTA North Fort Worth Park & Ride and Alliance Development.

Providing service along the I-35W corridor will provide improved access to higher education, medical facilities and employment centers. With major universities being located in Fort Worth and Denton like Texas Christian University, Texas Wesleyan, University Texas Arlington-Fort Worth, University of North Texas (UNT) and Texas Woman's University (TWU), this service will provide an alternative for students, faculty and staff to travel between the cities and those universities.

In addition to providing transit solutions to the universities, other major employers will benefit from service along the corridor including the Alliance Development and medical facilities in Fort Worth and Denton.

Recognizing the importance of the first/last mile connection, the agencies will leverage existing local fixed-route service available at the ITC. In Denton, the agencies will leverage existing UNT Shuttle routes and local fixed-route service to distribute passengers throughout the city and to both UNT and TWU campuses.

To best serve the I-35W corridor, the FWTA and DCTA will partner on the planning and daily operation of service. It is the ultimate goal of both agencies to provide a "High Intensity Bus Service" with 30 - 45 minute peak and 60 minute off-peak frequency, Monday through Friday from approximately 6:00 a.m. to 9:00 p.m. This level of service would require the operation of six vehicles and one spare. Each agency has agreed to own, operate and maintain three vehicles at their respective operations and maintenance facilities, with DCTA owning and maintaining a spare vehicle.

The FWTA led the public involvement efforts with DCTA supporting those efforts to collect public feedback including a series of public meetings. Supporting documentation of the public outreach efforts and the Title VI analysis is attached.

Recommended Service Implementation

North Texas Xpress (I-35W) Pilot

 FWTA and DCTA will partner to operate two buses along the I-35W corridor between downtown Fort Worth and Denton.

- Service will operate on 90 minute headways Monday through Friday, from 5:15 a.m. to 9:45 p.m.
- Each agency will operate one (1) vehicle in revenue service to provide 10 northbound and 10 southbound trips daily.
- During the initial pilot, FWTA will be leasing DCTA the equivalent of two (2) vehicles, one for revenue service and one (1) to serve as a spare and facilitate swapping out vehicles on a daily basis for refueling and maintenance.
- The two agencies will enter into an Interlocal Agreement detailing operations, fare policy, revenue collection and allocation, and reporting.

Financial Impact

The pilot I-35W commuter service has been included in the FY17 budget at \$450,000 which is anticipated to cover the expected cost of the pilot service.

The FWTA and DCTA have submitted a joint funding request for the implement of the commuter service and the future High Intensity Bus service along the I-35W corridor.

Recommendation

Staff recommends the board approve the implementation of the I-35W corridor service in partnership with the FWTA.

Final Review:

Kristina Brevard, Vice President Planning & Development

Approval:

James C. Cline. Jr., P.E

President

NOTICE OF PUBLIC HEARING

Proposed Service Changes effective September 25, 2016

The Fort Worth Transportation Authority (FWTA) invites public involvement and comment regarding proposed bus service changes in Fort Worth to include new service to Alliance and Denton.

Public Meetings

Tuesday, June 14 Noon	Denton County Transportation Authority (DCTA) Lewisville Administrative Office 1955 Lakeway Drive, Suite 260 Lewisville, TX 75057
Wednesday, June 15 7 p.m.	North Park YMCA 9100 N. Beach Street Fort Worth, TX 76244
Thursday, June 16 6 p.m.	Intermodal Transportation Center (ITC) 1001 Jones Street, Fort Worth, TX 76102

Public Hearing to receive comments will be held at ITC on June 16, immediately after the public meeting.

Visit <u>www.FWTA.org</u> for information on the proposed changes. Attending a public meeting or the public hearing is not required for offering input. You may also submit comments in one of three ways by 5 p.m. Friday, June 17:

- Send email to <u>Tboard@fwta.org</u>.
- Write to FWTA, 801 Cherry Street, Suite 850, Fort Worth, Texas 76102, to the attention of Detra Whitmore.
- Call FWTA's Comment Line, 817-215-8793.

Media Contact Information: Adrienne Hamilton, Senior Communications Specialist Phone: 972.316.6114 • Email: ahamilton@dcta.net

FOR IMMEDIATE RELEASE

Denton County Transportation Authority to Host Interstate 35W Commuter Bus Service Public Meeting

Public invited to attend and learn more about proposed weekday bus service between Fort Worth and Denton launching fall 2016

LEWISVILLE, TX (June 2, 2016) – The Denton County Transportation Authority (DCTA) will host a public meeting on behalf of the Fort Worth Transportation Authority (FWTA) to discuss proposed Interstate 35W (I-35W) weekday commuter bus service between Fort Worth and Denton. DCTA's public meeting will be held in conjunction with the agency's Program Services Committee meeting on **Tuesday, June 14, at 12 p.m.** at DCTA's administrative office located at 1955 Lakeway Drive, Ste. 260 in Lewisville, TX.

In addition to DCTA's public meeting, FWTA will also host public meetings to present information about the proposed I-35W commuter bus service. Listed below are FWTA's public meeting dates, times and locations:

Wednesday, June 15, at 7 p.m. North Park YMCA 9100 N. Beach Street Fort Worth, TX 76244

Thursday, June 16, at 6 p.m. Intermodal Transportation Center (ITC) 1001 Jones Street Fort Worth, TX 76102

The bus route will primarily operate along I-35W between Fort Worth and Denton. The new service will provide a valuable connection between both cities with transfer opportunities to the University of North Texas (Denton campus), Texas Women's University (Denton campus), University of North Texas Health Science Center (Fort Worth), major employers in both cities and people in the Alliance Texas development. The proposed FWTA I-35W weekday commuter bus service is scheduled to launch fall 2016.

Everyone is welcome to attend the public meetings. Persons with hearing or sight interpretive service needs are asked to contact DCTA at least five business days in advance of the meeting at 940.243.0077 or <u>dctainfo@dcta.net</u>.

ABOUT DENTON COUNTY TRANSPORTATION AUTHORITY

Formed in 2002 and funded in 2003, the Denton County Transportation Authority has been focused on an aggressive service implementation strategy to address the mobility needs of Denton County residents. The central element of their Service Plan is the A-train, which connects with DART's Green Line at Trinity Mills in Carrollton and provides service to five stations within Denton County. In addition to the A-train, the DCTA provides bus service in the cities of Lewisville, Denton and Highland Village. The agency carries nearly three million passengers annually system-wide. For more information about DCTA, visit www.RideDCTA.net.

Media	Unit/Size	May	JUN	GROSS MEDIA
Denton Meetings: Print -Denton Record Chronicle				
Denton Record Chronicle Daily Rate (No Wednesday or Sunday)	1/8-page (5.41" x 5.25"), 4-color, .pdf file	May 31st Issue - \$426 per ad	June 9th Issue - \$426 per ad	\$852.00
Public Meeting Campaigns Total		「「 」 」 」 」 」 」 」 」 」 」 」 」 」 」 」 」 」 」		\$852.00
Authorized Signature VII OF IM DRADIC	5,25,110			

Public Meeting Campaigns - Fort Worth Transporatio	n Authority			
Media	Unit/Size	May	JUN	GROSS MEDIA
Denton Meetings: Print -Denton Record Chronicle				
Denton Record Chronicle Daily Rate (No Wednesday or Sunday)	1/8–page (5.41" x 5.25"), 4-color, .pdf file	May 31st Issue - \$426 per ad	June 9th Issue - \$426 per ad	\$852.00
Public Meeting Campaigns Total				\$852.00

Authorized Signature

Print Tear Sheets

Denton Record Chronicle Public Meeting May 31st issue

*Ad was entered by DRC sales representative into system as black & white ad. Not billing for color ad.



hck2

Print Tear Sheets

Denton Record Chronicle Public Meeting June 9th issue

*Ad was entered by DRC sales representative into system as black & white ad. Not billing for color ad.





Fort Worth Transportation Authority I35W Commuter Bus Outreach Wrap Up

Outreach Objective:

The Fort Worth Transportation Authority (FWTA) is proposing service between Fort Worth and Denton along the Interstate 35W corridor. This proposed service, slated to launch September 26, 2016, will benefit the residents and commuters in Denton County Transportation Authority's (DCTA) service area. DCTA assisted in the collection of feedback on the proposed service from these aforementioned beneficiaries.

Outreach Timeframe:

June 2 – June 17, 2016

Meetings

DCTA hosted a public meeting on behalf of the Fort Worth Transportation Authority (FWTA) to discuss proposed Interstate 35W (I-35W) weekday commuter bus service between Fort Worth and Denton. DCTA's public meeting was held in conjunction with the agency's Program Services Committee meeting on Tuesday, June 14, at 12 p.m. at DCTA's administrative office located at 1955 Lakeway Drive, Ste. 260 in Lewisville, TX.

Media Outreach

Press Release was sent out to local media two weeks prior to the meeting dates. 10 stories were secured with 1,171,612 impressions and a total publicity value of \$12,470.17.

Newspaper ads were purchased in the Lewisville Leader and Denton Record Chronicle.

Social Media Outreach

DCTA published and promoted stories on MySidewalk, Twitter, Facebook, YouTube, and DCTA's Hop On Board Blog.

Social Media Statistics

MySidewalk

• Total Engagements - 3

Twitter

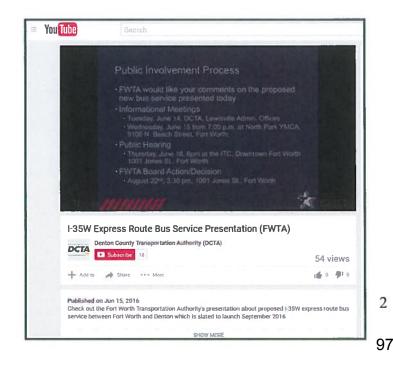
- Impressions 8,517
- Total Engagements 85
- Facebook
 - People Reached 5,677
- Total Engagements 181 YouTube
 - Views 54

Hop on Board Blog

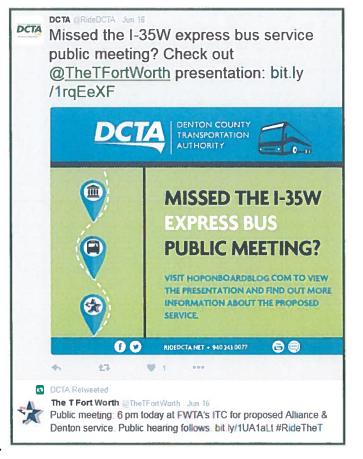
• Views – 230















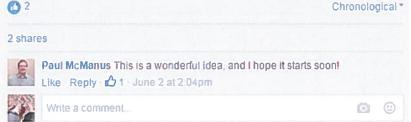
Proposed I-35W Commuter Bus Service Comments



Make sure to attend our public meeting that we're hosting on behalf of Fort Worth Transportation Authority (The T) next week to discuss the proposed I-35W commuter weekday bus service between Fort Worth and Denton. More info here: http://bit.ly/285XGur



Denton County Transportation Authority (DCTA) June 2 at 1:43pm Mark your calendar to attend our public meeting that we're hosting on behalf of Fort Worth Transportation Authority (The T) on Tuesday, June 14, to discuss the proposed I-35W commuter weekday bus service between Fort Worth and Denton. More info here: http://bit.ly/285XGur



Hello,

I live in Corinth and was gladdened to see that there will be discussion about public transportation bus service between Denton and Fort Worth. Unfortunately I am unable to attend the public meetings scheduled in June. I decided to send this email to tell my story and to show my support for this DCTA initiative. I am a faculty in the College of Nursing at Texas Christian University and typically commute to FW three times per week. To be at TCU to teach an 8 am class, I leave my home by 6:30 am. I would gladly trade my drive for a bus! But as you can see, I would need an early morning bus and then an easy switch in FW to get to the TCU campus.

My hometown is Philadelphia where I lived for 30 years, using public transportation almost daily. My children went to school as well on public transportation. Our family of five owned 1 car, using it mostly on weekends to get to sports activities. Please keep up your good work and I look forward to riding peacefully on a bus one day.

Sincerely, Carol

Carol J. Howe, PhD, RN, CDE Assistant Professor Harris College of Nursing and Health Sciences Texas Christian University



Denton County Transportation Authority posted

How would you use the proposed I-35W Commuter Bus service?

...

#Transportation in Fort Worth, TX, Denton, TX, Denton County, TX

	Donald Wilson That's a great idea. Please include stops for Amazon employees.	
	June 4 Like	
3	Add your response	

Denton County Transportation Authority posted What are your thoughts on a proposed service between Fort Worth and Denton?

#Transportation in Denton County, TX, Denton, TX, Fort Worth, TX

l like the idea	2
I dislike the idea	0
I am neutral about this idea	0
Other X Show response	es o
Open ended responses	1111 1

I had no idea the service was in the plans.

Vote on this poll 3 people have voted

Like Share



Do you plan on attending the public meeting on Tuesday, June 14?

#Transportation in Denton, TX, Fort Worth, TX, Denton County, TX

Yes o No Unsure

Vote on this poll 1 person has voted

Like Share

Fort Worth-Alliance-Denton\UNT Express Bus Service Proposal

FORT WORTH TRANSPORTATION AUTHORITY





Member Cities



- Fort Worth
- Richland Hills
- Blue Mound
- Grapevine & North Richland Hills (Partners)

"We will provide quality public transportation to meet the mobility needs of our region."



Public Transportation Services Fixed Route Bus, Rider Request Service 44 Bus Routes Commuter Rail (Trinity Railway Express) 19 Weekday departures from FW 9 Saturday departures from FW MITS Paratransit Service 1,200 trips per day (avg.) Carpool and Vanpool Programs 165 active vanpools





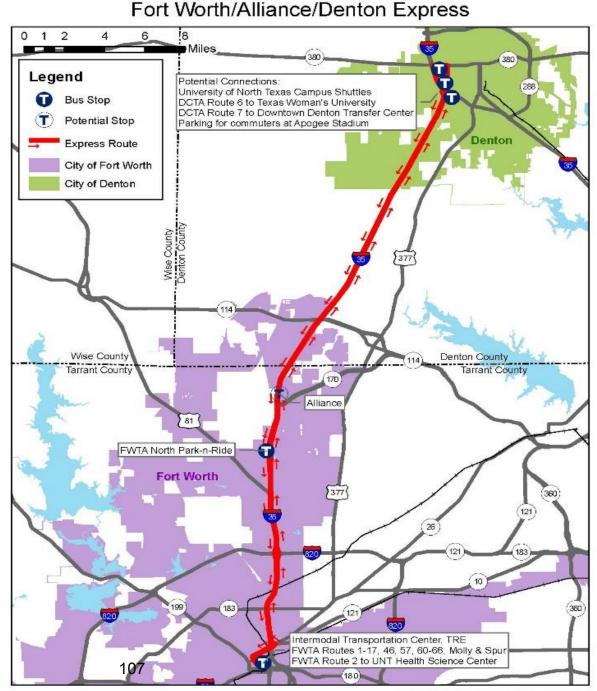
FWTA Service Proposal

- New Express Route bus service between Downtown Fort Worth to Denton/UNT
- One intermediate stop at FWTA North Park and Ride lot
- Service 6:00 a.m.– 9:00 p.m., every three hours
- Beginning September 26, 2016





Proposed New Express Route

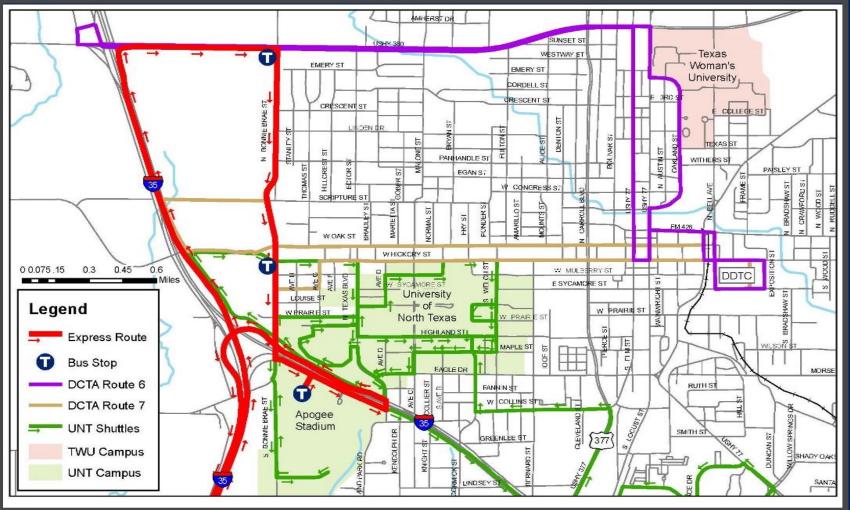


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Proposed Route -Downtown Fort Worth Detail

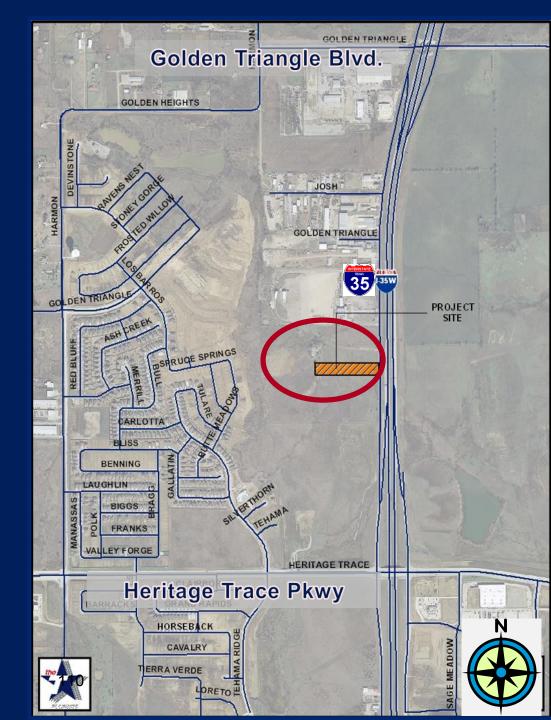


Proposed Route Denton/UNT Detail



FWTA North Park and Ride Location

Intermediate stop





Proposed Express Bus Service

- 5 round-trips, 6:00 a.m. 9:00 p.m.
- Travel Time: 80-90 minutes one-way, includes stop at North Park and Ride
- Approximately 40 miles one way

Leaving ITC	Arriving Denton/UNT		Leaving Denton/UNT	Arriving ITC
6:15 a.m.	9:09 a.m.		7:45 a.m.	9:15 a.m.
9:15 a.m.	12:09 p.m.		10:45 a.m.	12:15 p.m.
12:15 p.m.	3:09 p.m.		1:45 p.m.	12:15 p.m.
3:15 p.m.	6:09 p.m.		4:45 p.m.	12:15 p.m.
6:15 p.m.	9:09 p.m.	112	7:45 p.m.	12:15 p.m.

Proposed Express Bus Service

• Includes Route 63 North Park and Ride Express trips Route 63

Leaving ITC	FWTA North P-n-R	Arriving Denton/ UNT	Leaving Denton/ UNT	FWTA North P-n-R	Arriving ITC
6:15a	6:58a	7:39a	-	6:15a	6:50a
9:15a	9:58a	10:39p	-	7:00a	7:40a
12:15p	12:58p	1:39p	-	7:45a	8:25a
3:15p	3:58p	4:39p	7:45a	8:27a	9:15a
4:16p	5:01p	-	10:45a	11:27a	12:15p
5:16p	6:06p	-	1:45p	2:27p	3:15p
6:05p	6:45p	-	4:45p	5:27p	6:15p
6:15p	6:58p	7:39p	7:45p	8:27p	9:15p

Proposed Vehicle (May include special wrap for branding)



2016 Gillig 40' low-floor commuter bus powered by clean-burning natural gas



FWTA Major Service Change Policy

- The Major Service Change policy governs when FWTA is required to conduct equity analysis of effects of potential service changes and hold a public hearing.
- A Major Service Change is defined as:
 - An increase or decrease of 25% or more of the number of transit route miles of a transit route.
 - The establishment of a new transit route.



Disparate Impact Policy Disproportionate Burden Policy Approved by FWTA Board January 2013

- If the <u>minority or low-income</u> populations will experience
 - 20% more of the cumulative <u>burden</u> due to service change or fare change, or
 - 20% less of the cumulative <u>benefit</u>, relative to the non-minority or non-low-income populations.

Resulting Analysis

- Propose new route = No burdens or benefits to minority or low income populations due to higher benefit and negligible burden percentage.
- Plans to possibly expand service to Alliance may result in benefits to these groups



Public Involvement Process

- FWTA would like your comments on the proposed new bus service presented today
- Informational Meetings
 - Tuesday, June 14, DCTA, Lewisville Admin. Offices
 - Wednesday, June 15 from 7:00 p.m. at North Park YMCA, 9100 N. Beach Street, Fort Worth
- Public Hearing

- Thursday, June 16, 6pm at the ITC, Downtown Fort Worth 1001 Jones St., Fort Worth
- FWTA Board Action/Decision
 - August 22nd, 3:30 pm, 1001 Jones St., Fort Worth



To provide public comment, citizens may do any of the following:

- Fill out a Comment Card and return to FWTA;
- Attend the Public Hearing on June 16th, and leave oral or written comments
- Call the FWTA's hotline at 817-215-8793
- Send an e-mail to Tboard@fwta.org

Attendance is not required at the meetings or Public Hearing to provide input or comments.

Comments will be received until June 17, 5:00pm, 2016.





Thank You - Questions?

Stay updated: www.FWTA.org





FORT WORTH TRANSPORTATION AUTHORITY

FORT WORTH-ALLIANCE-DENTON EXPRESS

TITLE VI ÅNALYSIS



JUNE, 2016

MAJOR SERVICE CHANGE POLICY

Major service changes must be evaluated for Title VI impacts according to The T's Service Standards policy. The T defines a major service change as:

- 1. An increase or decrease of 25% or more of the number of transit route miles of a transit route,
- 2. An increase or decrease of 25% or more of the number of transit revenue vehicle miles of a transit route, computed daily, for the day of the week for which the change is made, or
- 3. The establishment of a new transit route.

ADVERSE EFFECTS

The T establishes that a fare change, major service change or other policy has a disparate impact if the minority populations will experience 20% more of the cumulative burden, or experience 20% less of the cumulative benefit, relative to the non-minority populations, unless (a) there is substantial legitimate justification for the change, and (b) no other alternatives exist that would serve the same legitimate objectives but with less disproportionate effects on the basis of race, color or national origin.

DISPARATE IMPACT

Minorities are defined as persons who identified themselves as Hispanic or a member of a race other than White in the 2010 decennial Census. The analysis compares the population affected by the change to the population of the service area as a whole. Should the percentage of minority population for the affected area be more than 20% greater or less than the percentage of minorities in the service area as a whole, the change would be considered to have a "disparate impact".

DISPROPORTIONATE BURDEN

Low-income persons are defined as persons with household income below the poverty level as reported and tabulated by the U.S. Census Bureau in the 2012 American Community Survey. The analysis compares the population affected by the change to the population of the service area as a whole. Should the percentage of low-income population for the affected area be more than 20% greater or less than the percentage of low-income in the service area as a whole, the change would be considered to have a "disproportionate burden".

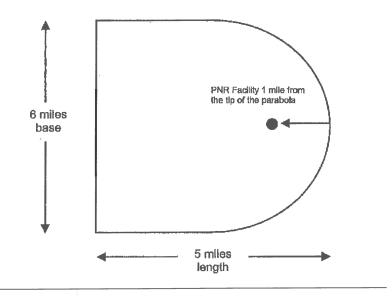
ANALYSIS FRAMEWORK

Table 1 below shows the minority and low-income population for The T's service area for comparison.

Table 1 – The	F Service Area Po	pulation Data		
Total	Minority	Percent	Low-Income	Percent Low-
Population of	Population of	Minority	Population of	Income
Service Area	Service Area ¹		Service Area ²	
751,401	435,228	57.9%	137,167	18.5%

Fixed route impacted populations are defined as blocks or block groups intersecting a ¹/₄ mile buffer zone of the proposed route or change exclusive of "closed door" segments such as freeways. Unidirectional express routes beginning in a park-n-ride lot are evaluated based on the population of the expected catchment area, defined as a parabola shape six miles wide by five miles long with the station one mile within the apex as shown in **Illustration 1** below³.

Illustration 1 – Park-n-Ride Express Bus Catchment Area



IMPACT ASSESSMENT

Table 2 below shows the total affected population and the percentage minority for the proposed service change. The affected area minority population of 47.0% is not more

¹ U.S. Census Summary File 1 Tables QT-P3 and QT-P4

² American Community Survey 2012 5-year Tables S1701 and B01003 (740,392 persons for whom poverty status is determined)

³ Fort Worth Park-n-Ride Development Study, North Central Texas Council of Governments, June 2008.

than 20% below the service area minority population of 57.9%. As the benefit does not apply to a significantly smaller percentage of minority persons than average, there is not a disparate impact to the minority population. See attached **Map A** for Disparate Impact location.

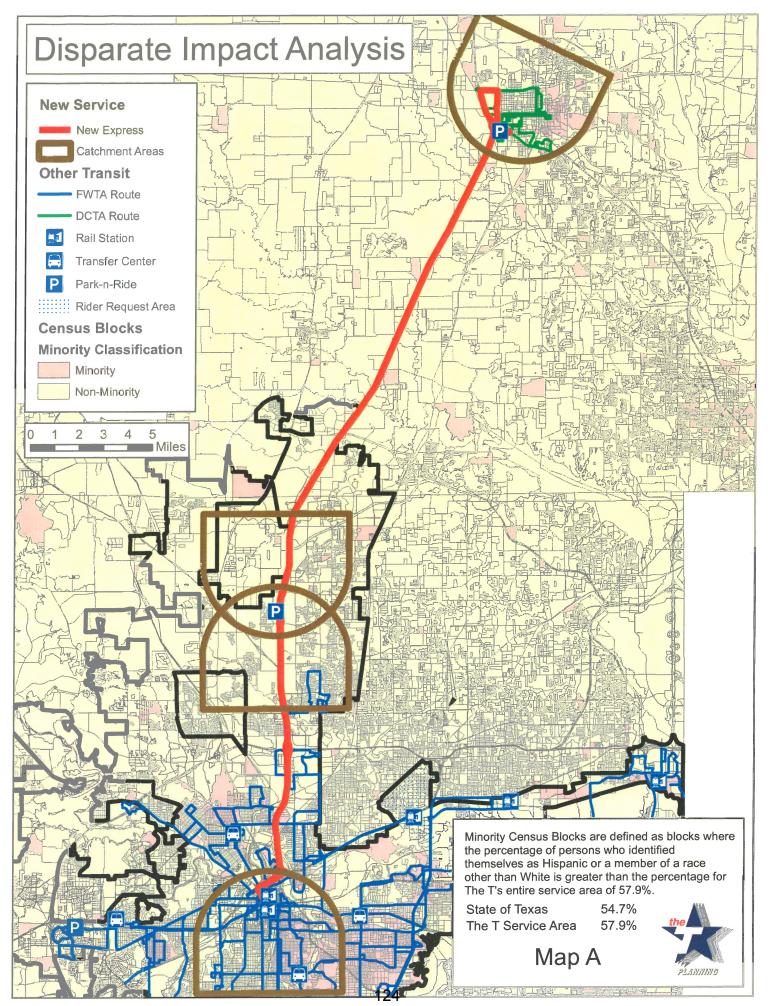
Table 2 –	Affected Mi	nority Popula	ation	
Route #	Change	Affected	Minority	Percent
		Population	Population	Minority
TBD	New	268,181	126,103	47.0%

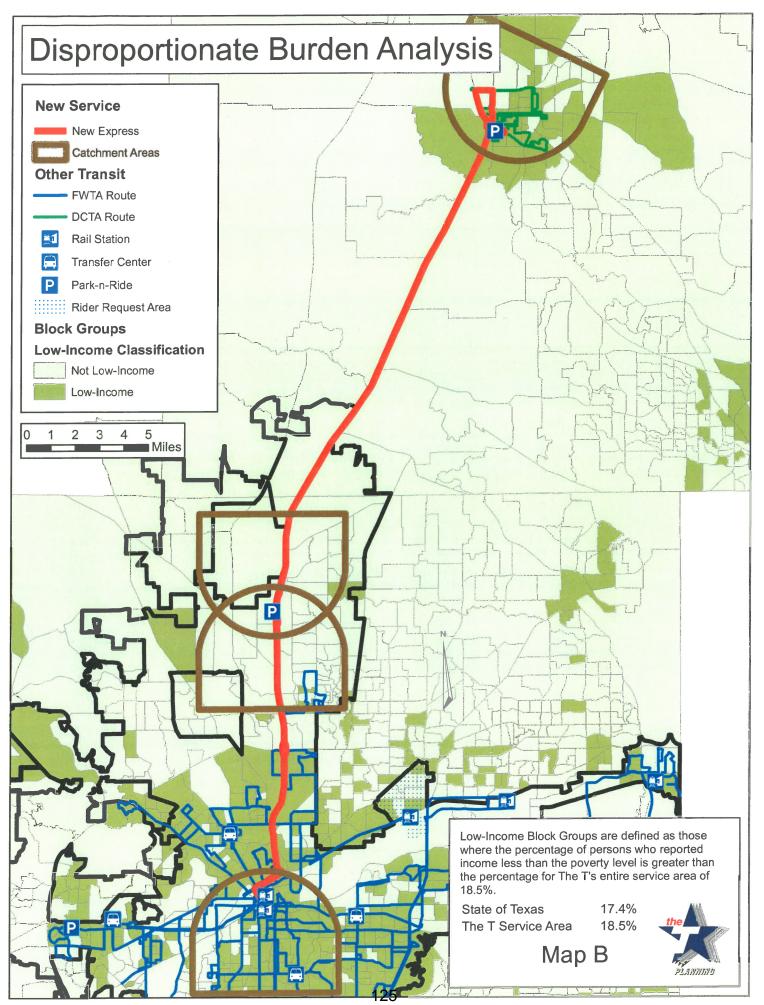
Table 3 below shows the total affected population and the percentage low-income for the proposed service change. The affected area low-income population of 19.0% is 0.5% higher than the service area low-income population of 18.5%. As the benefit applies to slightly more low-income persons than average, there is no disproportionate burden in this case. See attached **Map B** for Disproportionate Burden analysis.

Table 3 –	Affected Lo	w-Income Po	pulation	
Route #	Change	Affected	Low-	Percent
		Population	Income	Low-
			Population	Income
TBD	New	318,392	60,564	19.0%

JUSTIFICATION

While this new express bus route serves many non-minority suburban areas near the North Park-n-Ride, by virtue of being bi-directional, it also serves many minority and low-income areas in two central cities. As there is no Disparate Impact or Disproportionate Burden found, no further justification is required.





6/9/2016: S:\project planning\denton\denton disproportionate burden analysis.mxd

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64	7:45	7:50	8:20	8:30	60:6 60:6
64	10:45	10:50	11:20	10.00	12:09
64	12:45	12:50	1:20	1:30	2:09
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next**bus**



Pass Sales

Day passes and 2 hour passes may be purchased on board buses (no credit cards). No change given.

Day, Weekly and Monthly bus passes can be purchased at The T Customer Service outlets, inside the Intermodal Transportation Center - ITC, 1001 Jones St. and 800 Cherry St. (cash, check, money order or credit card).

Digital Purchases (credit card): On-line purchase for monthly/weekly passes at FWTA.org. GoPass App for smartphones and devices to enjoy instant ticketing for passes.

Fares/Passes that include Train service are available at Ticket Vending Machines on Tarrant County TRE rail boarding platforms (cash or credit), online and at Customer Service Outlets.

For more information, call (817) 215-8600 or visit our website at www.FWTA.org.

Holiday Service

On Independence, Memorial, Labor, Christmas, New Years & Thanksgiving Days The T follows a Sunday schedule. No Express Service on holidays.

Contact Us

Customer Service Phone Info Center (817) 215-8600

5 a.m. to 10 p.m., Monday through Friday 8 a.m. to 8 p.m. on Saturday 8 a.m. to 5 p.m. on Sunday.

The Customer Service kiosk, inside the ITC (Intermodal Transportation Center) at 1001 Jones Street.

6 a.m. to 5 p.m., Monday through Friday 8 a.m. to 5 p.m. on Saturday, and closed on Sunday.

Customer Service Retail and Bulk Sales Center (817) 215-8738, 800 Cherry Street

8 a.m. to 5 p.m., Monday through Friday closed weekends and holidays.

> Fort Worth Transportation Authority 801 Cherry Street, Suite 850, Fort Worth, TX 76102

Contact DCTA

DCTA Customer Service (940) 243-0077

Monday through Friday: 5 a.m. to 7 p.m. Saturday: 8 a.m. to 4 p.m. Sunday: Closed

Downtown Denton Transit Center 604 E. Hickory, Denton, Texas 76205

Hours of Operation Monday through Friday: 5 a.m. to 7 p.m. Saturday: 8 a.m. to 4 p.m. Sunday: Closed.

DCTA

1955 Lakeway Drive, Suite 260, Lewisville, TX 75057 Mailing Address: P.O. Box 96, Lewisville, TX 75067

local day	local 2 hr	reduced day	reduced 2 hr
\$3.50	\$1.75	\$1.75	\$.85

North P& R to Denton and Reverse

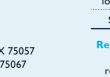
local day	local 2 hr	reduced day	reduced 2 hr
\$6.00	\$3.00	\$2.50	\$1.25

Regional ITC to Denton and Reverse

regional	regional	reduced	reduced
day	2 hr	day	2 hr
\$10.00	\$5.00	\$2.50	\$1.25

*TRE I zone or regional fares apply as needed to transfer to TRE





Fares & Passes

ITC to Alliance and Reverse *



Intermodal Transportation Center – Boards at Curbside

Intermodal Transportation Center (ITC) Trinity Railway Express (TRE) North Park & Ride Alliance Training Center Emma C Johnson Hadley Northwest Center of Excellence for Aviation, Logistics and Transportation at Alliance Airport

Rt. 64 University of North Texas Rt. 64 Texas Health Presbyterian Hospital Denton

LIMITED SERVICE, WEEKDAYS ONLY

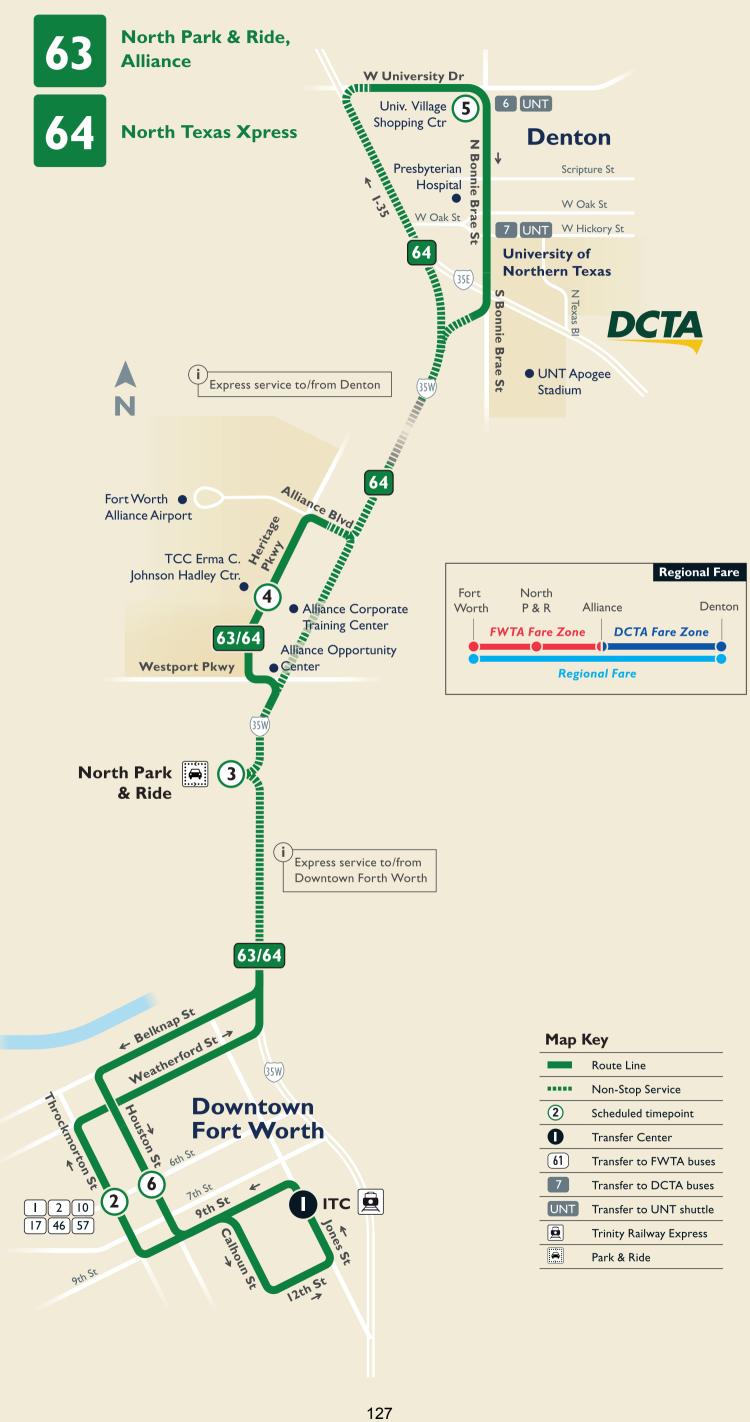
Customer Relations (817) 215-8600 TTY-TDD (817) 215-8686 Job Line (817) 215-8667

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EFFECTIVE SEPTEMBER 26, 2016



0	Transfer Center
61	Transfer to FWTA buses
7	Transfer to DCTA buses
UNT	Transfer to UNT shuttle
ê	Trinity Railway Express
	Park & Ride

DENTON CONNECT SERVICE

- Denton Connect is a fixed-route bus service within the City of Denton
- Passengers can connect to many local attractions and services including UNT, TWU, the NCTC Campus Shuttle, the Fort Worth Transportation Authority (FWTA) Express Bus Service, and DCTA's A-train at the Euline Brock Downtown Denton Transit Center (DDTC) and the MedPark Station

FORT WORTH TRANSPORTATION AUTHORITY (FWTA) EXPRESS BUS SERVICE

- Effective September 26, 2016, the Fort Worth Transportation Authority (FWTA) will provide weekday express bus service between Fort Worth and Denton along Interstate 35W
- For park and ride locations and schedule information, please visit fwta.org

SERVICIO DE DENTON CONNECT

- Denton Connect es un servicio de autobuses de ruta fija en la ciudad de Denton
- Los pasajeros pueden acceder a numerosos servicios y atracciones locales, como los servicios UNT, TWU y NCTC Campus Shuttle, el servicio expreso de autobuses de la FWTA y el servicio A-train de la DCTA en la Terminal Euline Brock Downtown Denton Transit Center (DDTC) y en la estación MedPark

SERVICIO EXPRESO DE AUTOBUSES DE LA FORT WORTH TRANSPORTATION AUTHORITY (FWTA)

- Con vigencia a partir del 26 de septiembre de 2016, la Fort Worth Transportation Authority (FWTA) ofrecerá, de lunes a viernes, un servicio expreso de autobuses entre Fort Worth y Denton a través de la autopista interestatal 35W
- Para conocer las ubicaciones de Estacione y viaje y obtener información sobre los horarios, visite fwta.org





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MEMO

FOR:	Jim Cline, President and Members of the DCTA Board of Directors
FROM:	Peter G. Smith, General Counsel
DATE:	August 30, 2016
SUBJECT:	Amendment to DCTA Bylaws Article IV, Section 2; elimination of term limits for
	DCTA Board Chair

At the last DCTA regular Board meeting a Board member requested the Board of Directors consider a proposed Amendment to DCTA Bylaws Article IV Section 2 to eliminate term limits for the Chair of the DCTA Board of Directors to be consistent with the terms for other officers of the DCTA Board of Directors. Such amendment reads as follows:

Section 2. Chair. The Chair shall preside at all regular and special meetings of the Authority. Effective January 1, 2012, a member of the Board of Directors may not serve more than four (4) consecutive terms as Chair.

An amendment to the Bylaws may be adopted at any regular, properly posted meeting of the Board at which a quorum is present; provided that prior to consideration and vote by the Board the proposed revision to the Bylaws may be reviewed and commented on by the Board of Directors and shall be provided in writing to all Board of Directors members at least two weeks prior to action on the amendment. An affirmative vote of the majority of the entire Board of Directors, including two-thirds (2/3) vote of Directors representing Financial Participating Members is required for the adoption of an amendment of the Bylaws.

Peter & Smith

PGS:TM

DENTON COUNTY TRANSPORTATION

AUTHORITY BYLAWS

Adopted January 3, 2002 (rev. February 13, 2004, October 26, 2006, September 27, 2007, December 17, 2009, November 17, 2011, April 25, 2013, September 26, 2013, and February 16, 2016)

DENTON COUNTY TRANSPORTATION AUTHORITY BYLAWS

ARTICLE I NAME

Section 1. Name. The name of the authority shall be the Denton County Transportation Authority ("Authority").

Section 2. Authorization. These Bylaws are adopted pursuant to authority granted in Section 460.204(c)(2) of the Texas Transportation Code ("Code"). In the event of any conflict between these Bylaws and the Code or other applicable laws of the State of Texas, such laws shall be controlling. In the event any provision of these Bylaws shall be determined to be invalid, the remainder of these Bylaws shall nevertheless remain in force and effect.

Section 3. Definitions.

- (a) Alternate Member. Alternate Board Member shall mean a person appointed to serve in the absence of the regular appointed member of the Board of Directors representing such city.
- (b) Board Member. Board Member means and includes appointed or elected members of the Board of Directors, as well as alternate board members serving in the absence of appointed board members.
- (c) Capital Asset. Land, a fixture attached to land, or an item of personal property that meets all of the following criteria: (1) the cost of acquisition or the cost of improvement of such property exceeds \$5,000; (2) the expected useful life of the property when acquired is more than 1 year or the extension of the useful life of the property as a result of the improvement is more than 1 year; (3) the property retains its original shape and appearance with use; and (4) the property is nonexpendable (meaning that if the property is damaged or some of its constituent parts are lost or worn out, it is usually more economical to repair the property than to replace it with an entirely new unit).
- (d) Capital Expenditure. Expenditure made to acquire or improve one or more Capital Assets and includes the acquisition and/or improvement of real property.
- (e) Executive Committee. Executive Committee shall mean the committee appointed by the DCTA Chair consisting of the Directors as set forth in Article III, Section 9 (c).
- (f) Financial Participating Member. A Financial Participating Member shall mean a municipality that has imposed the transit sales and use tax authorized by Chapter 460 of the Transportation Code or which has contracted with DCTA for financial participation through tax increment payments as provided by Subchapter I, Chapter

460 of the Transportation Code, and which is entitled to have a Director on the DCTA Board of Directors.

ARTICLE II OFFICES

Section 1. Principal Office. The principal office of the Authority shall be in Denton County, Texas.

Section 2. Additional Offices. Authority also may have offices at such other places as the Authority from time to time may determine or as the activities of Authority may require.

ARTICLE III BOARD OF DIRECTORS

Section 1. General Powers. The responsibility for the management operation and control of the Authority and its properties is vested in the Board of Directors. [Section 460.401].

Section 2. Number and Composition. The Board of Directors is composed of:

- (a) One member appointed by the governing body of each municipality with a population of 17,000 or more that is located in the county;
- (b) Three members appointed by the Commissioner's Court of Denton County, two of whom must reside in the unincorporated area of the county; and
- (c) Three members to be designated by the remaining municipalities with a population of more than 500 but less than 17,000 located in the Denton County. These three members will be selected according to provisions of the Code. [Section 460.054(c)].
- (c)(d) One member appointed by the governing body of each municipality in the county with a population of more than 500 but less than 17,000 that:
 - (i) <u>designates a public transportation financing area under Section</u> <u>460.603;</u>
 - (ii) <u>enters into an agreement with the Authority to provide public</u> <u>transportation services in the public financing area under Subchapter</u> <u>I, Chapter 460; and</u>
 - (iii) <u>did not approve the designation of any member designated under</u> Section 2 (c) above.

- (d)(e) Member appointed by the governing body of a municipality that was entitled to appoint a member under Section 460.054 (b)(1) of the Code before the effective date of an increase in the population threshold. (Section 460.2015) The Board of Directors may increase the population threshold amounts stated in Section 460.054(b)(1) in increments up to 5,000 each year. A municipality that appointed a member to the Board of Directors according to the provisions of Section 460.054(b)(1) of the Code prior to any increase in population threshold is grandfathered and may continue to appoint a member to the Board of Directors.
- (e)(f) Appointing entities may appoint a member to the Board of Directors and may also provide for the appointment of one alternate to serve in the absence of the appointed member. An Alternate Member may attend Board and committee meetings but shall not vote on any matter before the Board or committee or participate in any discussion in matters before the Board or a committee except when serving in place of the regular Board of Directors member [Section 460.054(b)(1)]. Appointing entities shall notify the Authority in writing of the appointment, reappointment, resignation or removal of an Alternate Member.

Section 3. Eligibility.

- (a) To be eligible for appointment to the Board of Directors, a person must: (i) have professional experience in the field of transportation, business, government, engineering or law: and (ii) reside: (A) within the territory of the Authority; or (B) outside the territory of the authority in a municipality that is located partly in the territory of the Authority. [Section 460.202].
- (b) Three consecutive unexcused absences of a Director at a noticed Board of Directors meeting or the death, resignation or inability to serve shall create a vacancy.

Section 4. Vacancy. A vacancy on the Board of Directors is filled in the same manner as the original appointment to the Board of Directors. [Section 460.201(c)].

Section 5. Terms. The term of office for a member of the Board of Directors is two years. A vacancy on the Board of Directors is filled in the same manner as the original appointment to the Board of Directors to fill the unexpired portion of such term of office, except as provided by Section 460.2015 of the Code for grandfathered municipalities.

Section 6. Meetings. The Board of Directors shall hold at least one regular meeting each month. [Section 460.055(c)]. Special meetings of the Authority may be called by the Chair or Vice-Chair as necessary. [Section 460.204(b)].

Section 7. Quorum. Five members constitute a quorum for purpose of conducting business. [Section 460.205(a)].

Section 8. Notice. All meetings of the Authority and its committees shall be in compliance with Texas Open Meetings Act. [Section 460.102(a)(l)].

Section 9. Committees

- (a) The Chair of the Board may appoint such committees as from time to time may be deemed necessary and appropriate. The committee shall not have any power or authority to act on behalf of the Denton County Transportation Authority. The Chair will designate the chair of each committee, which will be comprised of at least three Board of Directors members, and will serve as an ex officio member of each committee.
- (b) The committee shall report its discussions or recommendations, subsequent to its meeting, to the next Board of Directors meeting. [Section 460.401].
- (c) The Executive Committee shall consist of the four (4) officers of the Board of Directors, and the Chair may appoint one additional eligible Director of the Board of Directors to the Executive Committee. Notwithstanding the foregoing, no member of the Board of Directors, who is an employee of the governmental unit appointing such a person to the Board of Directors, may serve on the Executive Committee.

Section 10. Voting.

- (a) An action of the Board of Directors requires an affirmative vote of a majority of the Directors, but not less than five (5) Directors present and voting, except for a vote pursuant to paragraph (b) of this section. [Section 460.205(b)].
- (b) An affirmative vote of the majority of the entire Board of Directors, including twothirds (2/3) vote of Directors representing Financial Participating Members is required for:
 - (1) a capital expenditure;
 - (2) operating or maintenance expenditure for a capital asset;
 - (3) material change of the service plan;
 - (4) amendment of the bylaws;
 - (5) the approval of a comprehensive development agreement ("CDA") or similar financial contractual obligation for a purpose not an express commitment of the DCTA Service Plan;
 - (6) the approval of a contract or other agreement between the DCTA and a municipality or other governmental authority located within the A-train Corridor for participation in DCTA; or
 - (7) the formation of a local government corporation, contracting with, joining or becoming a member or owner of a local government corporation.
- (c) Alternate Members. An alternate Board Member may only serve in the absence of the regular board member. An alternate Board Member may vote in place of the regular Board Member when the regular Board Member is absent.

Section 11. Procedure of Meetings. Notice of all meetings and hearings of Authority shall be given, and such meetings and hearings shall be held and conducted in accordance with the following order: applicable law, these Bylaws, the Board of Directors Rules of Procedure and Robert's Rules of Order, newly revised, to the extent not in conflict. The General Counsel of the Authority shall serve as parliamentarian to the Authority.

Section 12. Conflicts of Interest. Members of the Board of Directors and officers are subject to Chapter 171 Local Government Code. [Section 460.203].

Section 13. Population Changes.

- (a) At least annually but before any vote authorizing confirmation of the Authority or imposition of a sales and use tax, the Authority shall determine if any municipality located in the county that has not appointed a member to the Board of Directors as provided by Section 460.054(b)(1) of the Code, has grown to a population of 17,000 or more.
- (b) A determination of population growth to 17,000 or more will be documented by "Annual Population Estimates" for municipalities located in Denton County published by North Central Texas Council of Governments. The population of the municipality submitted to the Authority for approval may be challenged by a member of the Board of Directors.
- (c) The Board of Directors may certify: (i) that a municipality has a current population of 17,000 or more; and (ii) does not have a member appointed to the governing body as provided by Section 460.054(b)(1). Subsequent to the certification vote, a municipality so certified may forthwith appoint one member to the Board of Directors as provided by the Code.

ARTICLE IV OFFICERS

Section 1. Election. The Board of Directors shall elect four (4) of its members to serve as the Chair, Vice-Chair, Treasurer, and Secretary. [Section 460.055(a)]. The Chair or Vice Chair shall be a Director representing a Financial Participating Member.

Section 2. Chair. The Chair shall preside at all regular and special meetings of the Authority. Effective January 1, 2013, a member of the Board of Directors may not serve more than four (4) consecutive terms as Chair.

Section 3. Vice-Chair. The Vice-Chair shall preside at any meeting of the Authority on the request of the Chair, or at which the Authority Chair is absent.

Section 4. Treasurer. The Treasurer shall work with the Chief Financial Officer in preparing the budget and supervising the annual audit.

Section 5. Secretary. The Secretary shall review the minutes of all Board proceedings, make any necessary revisions, and attest to the accuracy of the minutes.

Section 6. Term. The officers of the Authority shall be elected from among the members of the Board of Directors and shall hold office for one (1) year. The term of office for each officer shall be for a period of one year and shall run from January 1 through and including December 31 of the calendar year.

ARTICLE V BUDGET AND FINANCE

Section 1. Fiscal Year. The Fiscal Year of the Authority shall end on September 30 of each year.

Section 2. Annual Budget. The Authority shall prepare an Annual Budget. [Section 460.403].

Section 3. Audit. The Authority shall have an annual audit of the affairs of the Authority prepared by an independent certified public accountant. Any deficiencies noted in the audit report shall be addressed at a regular meeting of the Authority and addressed on the record [Section 460.402].

ARTICLE VI RULES, POLICIES AND PROCEDURES

The Board of Directors is responsible for the management, operation, and control of the authority and its properties. [Section 460.401].

ARTICLE VII INDEMNIFICATION

The Denton County Transportation Authority shall indemnify any member of the Board of Directors involved in any litigation including any civil, criminal or administrative action suit or proceeding, for reason of such member's alleged negligence or misconduct in the performance of his or her duties as a Board of Directors Member to the extent funds are lawfully available and subject to any other limitations that exist by law against liability, and reasonable expenses, including attorneys' fees, actually and necessarily incurred, except where it is adjudged that such Board of Directors member acted with gross negligence or willful misconduct in the performance of their duties.

ARTICLE VIII AMENDMENT TO BYLAWS

Page 6 136 These Bylaws may be altered, amended or repealed, or new Bylaws may be adopted pursuant to Article III, § 10(b) at any regular, properly posted meeting of the Authority, or any properly posted special meeting of the Authority, at which a quorum is present; provided that prior to consideration and vote by the Authority, any proposed revisions to the Bylaws may be reviewed and commented on by the Board of Directors and shall be provided in writing to all Authority Board of Directors members at least two weeks prior to action on the amendments.