



Board of Directors Regular Meeting

JULY 18, 2019 | 2:30 p.m.

**or immediately following Board Work Session scheduled at 1:30 p.m. on July 18, 2019*

To be held at Denton County Transportation Authority | Administrative Boardroom
1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057

NOTICE IS HEREBY GIVEN that the DCTA Board of Directors will conduct its regular meeting at the time and location above to consider the following:

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO US AND TEXAS FLAGS

INVOCATION

WELCOME AND INTRODUCTION OF VISITORS

1. PUBLIC COMMENT

This agenda item provides an opportunity for citizens to address the Board of Directors on any agenda items or other matters relating to the DCTA. Anyone wishing to address the Board of Directors should complete a Citizen Comment Registration Card and submit it to the DCTA Administration prior to the start of the Board of Director meeting. There is a three (3) minute time limit for each citizen. Anyone wishing to speak shall be courteous and cordial. The Board of Directors is not permitted to take action on any subject raised by a speaker during Citizen Comments. However, the Board of Directors may have the item placed on a future agenda for action; refer the item to the DCTA Administration for further study or action; briefly state existing DCTA policy; or provide a brief statement of factual information in response to the inquiry.

2. CONSENT AGENDA

- a. Approval of Minutes for the Board Work Session and Regular Meeting on June 20, 2019
- b. Acceptance of Monthly Financial Statements – June 2019
- c. Acceptance of Quarterly Investment Report
- d. Acceptance of Quarterly Grant Report

3. REGULAR AGENDA

- a. Discuss and Approve Award of Transit Tire Contracts to Southern Tire Mart, Goolsbee Tire Services and T&W Tires, LLC
- b. Discuss and Approve Interlocal Cooperation Agreement with Star Transit for Cooperative Purchasing
- c. Discuss and Approve Interlocal Cooperation Agreement with OMNIA Partners for Cooperative Purchasing

4. 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. As Authorized by 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, Highland Village, or the A-train corridor.
 - c. As Authorized by Texas Government Code Section 551.074 Deliberation of Personnel Matters: Discussion regarding the duties of the Chief Executive Officer.
5. RECONVENE OPEN SESSION
 - a. Reconvene and Take Necessary Action on Items Discussed during Executive Session.
6. REGIONAL TRANSPORTATION AND LEGISLATIVE 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

Board Members:

Dianne Costa, Highland Village, *Vice Chair*
Chris Watts, Denton
TJ Gilmore, Lewisville
Randall Chrisman, Denton County Seat 1
Sam Burke, Denton County Seat 2

Non-Voting Board Members:

Tom Winterburn, Allen Harris, Carter Wilson,
Connie White, Mark Miller, Ron Trees, Michael Savoie

Staff Liaison:

CEO – Raymond Suarez

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 bpedron@dcta.net or calling Brandy Pedron at 972.221.4600.

This notice was posted on 7/12/2019 at 3:38 PM.



Brandy Pedron, Executive Administrator | Open Records



Board of Directors Work Session Meeting Minutes for:

June 20, 2019

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 Dianne Costa, Vice Chair presiding on June 20, 2019 at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057.

Attendance

Voting Members

Dianne Costa, Vice Chair, Highland Village
Mayor Chris Watts, Denton
TJ Gilmore, Lewisville
Dave Kovatch, Denton County @ 3:05
Shannon Joski, Alternate, Denton County

Non-voting Members

Allen Harris, The Colony @ 1:36
Ron Trees, Little Elm
Tom Winterburn, Corinth
Mark Miller, Flower Mound
Connie White, Small Cities
Michael Savoie, Small Cities
Carter Wilson, Frisco

Legal Counsel

Joe Gorfida

DCTA Executive Staff

Raymond Suarez, Chief Executive Officer
Marisa Perry, Chief Financial Officer, Vice President of
Finance

Other DCTA Staff Attendees

Adrienne Hamilton, Communications Manager
Lindsey Baker, Director of Strategic Partnerships
Javier Trilla, Director of Information Technology
Sarah Martinez, Director of Procurement
Ann Boulden, Director of Capital Development
Troy Raley, Director of Bus Operations &
Maintenance
Brandy Pedron, Executive Administrator

Public Attendees

Mike Leavitt, Highland Village Board Alternate
Peggy Hinkle-Wolf, Denton Record Chronicle
Paul Palmory

CALL TO ORDER: *Vice Chair, Dianne Costa, called the meeting to order and announced the presence of a quorum at 1:31 p.m.*

The Board and DCTA Staff made introductions around the table.

1. Monthly Financial Reports – *No further discussion*

- a. Financial Statements for May 2019 – *Marisa Perry reported the following: The reports presented for the period ending May 31, 2019 include the Statement of Change in Net Position, Statement of Net Position, and Capital Projects Fund. These reports provided a comparison of budget vs. actual for the fiscal year as of the current month. Major variances between year-to-date budget and year-to-date actuals were reported as: Passenger revenues at a YTD favorable by \$270k; Contract Service revenues at a YTD unfavorable by (\$120k); Federal/State Grants-Capital YTD unfavorable by (\$204k); and Federal/State Grants-Operating YTD unfavorable by (\$744k). Sales Tax revenue was not yet received and was accrued for the month based on budget; sales tax generated in May will be received in July.*
- b. Capital Projects Budget Report for April 2019 – *Capital Projects Budget report presented to the Board*
- c. Monthly Sales Tax Receipts – *Marisa Perry reported the following: Sales tax represents the single largest source of revenue for DCTA at 64.13% for the Fiscal Year 2019 budget. The annual sales tax budget for FY19*



is \$28,450, 180. Because of its importance in funding of DCTA's ongoing operations, the Board adopted a Budget Contingency Plan that outlines the Agency's response when declines in sales tax hit a specific target. Sales tax reports were presented to the Board. This month, receipts were favorable compared to budget by 12.15%, or \$269,178. The June allocation is for sales generated in the month of April and represents revenue for the seventh month of FY19. Sales tax for sales generated at retail in April and received in June was \$2,484,440. Compared to the same month last year, sales tax receipts are \$354,381 or 16.64% higher. Member city collections: Lewisville up 29.03%, Denton up 5.65%, and Highland Village up 6.76%.

- d. Monthly Mobility-as-a-Service (MaaS) Update – Sarah Martinez gave the Board a monthly update on MaaS commitments, activities and expenditures as follows: this month, 17 contracts were fully executed. All other contracts are being reviewed and are pending signatures. No task orders have been issued to date.

2. Update and Discussion Regarding Agency Initiatives / Intent

a. Improving Efficiencies and Maximizing City's Return on Investment

- i. Cost Model/ELAP Status Update – Marisa Perry gave a brief update on TTI Cost Model and ELAP Status Update and reminded the Board that DCTA has scheduled a Stakeholder feedback meeting with TTI on July 19, 2019.
- ii. Passenger Satisfaction Survey Recap Report – Adrienne Hamilton provided the Board with a presentation
- iii. Social Services Agency Roundtable Recap Report – Adrienne Hamilton briefed the Board on the Social Services Agency Roundtables
- iv. May Public Meeting Recap Report – Adrienne Hamilton provided the Board with an informative presentation
- v. Economic Development / Transportation Forum – Raymond Suarez shared presentation slides and information to the Board regarding economic development and future transportation forums

b. Assessing Everything We Do with Innovation

- i. North Texas Mobility Corporation (NTMC) Overview – Raymond Suarez provided a broad overview summary of NTMC by presentation
- ii. Mobility-as-a-Service (Maas) Overview – Raymond Suarez provided a broad overview summary of MaaS by presentation

c. Local and Regional Transit System Growth

- i. Regional Rail Update – Raymond Suarez provided the Board with a brief update on Regional Rail initiatives regarding A-train extension to Cotton Belt and Beltline, BNSF included in Collin County Transit Study, and KCS growing interest.

3. Discussion and Review of Regular Board Meeting Agenda Items

- a. Proposed Service Changes for August 2019 – Troy Raley outlined the recommended services changes to the A-train and UNT Shuttle Service to the Board. A report of the Title VI equity analysis was provided to the Board for review. The financial impacts of the recommended services changes are included in the FY19 Budget and future year expenses were included in the contract assumptions and Financial Plan.
- b. Proposed Fare Changes for University Pass Program – Marisa Perry discussed the proposed fare changes to the Board. FY19 University Pass Program sales are estimated to total \$46,000 or roughly 5% of the overall budgeted FY19 passenger revenues. The proposed fare changes will have minimal impact on overall passenger revenues.



- c. Interlocal Agreement with City of Corinth for a Station Concept and Estimate Development through DCTA's Lockwood, Andrews, Newnam, Inc. contract – *Raymond Suarez provided information on the ILA to the Board. There is no financial impact of the ILA to the budget. Expenses associated with this agreement are fully reimbursable by the City of Corinth*
 - d. Resolution R19-09 authorizing FY2019 Budget Amendment Number 2019-12: Revised Operating Budget Amendment for Phase 1 of the Corinth Study Expense and Revenue – *Raymond Suarez provided information on the resolution to the Board. Financial impact: the total cost of Phase 1 of the study shall not exceed \$85,761 and will be fully reimbursed by the City of Corinth*
 - e. Task Order for City of Corinth for Station Concept and Estimate Development through DCTA's Lockwood, Andrews, Newnam, Inc. contact – *Raymond Suarez reminded the Board that this item was presented at the Executive Committee on June 12, 2019. The total cost of both phases of this task order shall not exceed \$137,000 and will be fully reimbursed by the City of Corinth*
 - f. Proposed Information Technology Acceptable Use Policy – *Javier Trilla briefed the Board on the need to implement and acceptable use policy.*
4. Convene Executive Session – *The Board did not convene into executive session.*
As Authorized by Texas Government Code Section 551.072 Deliberation regarding Real Property: Discussed acquisition, sale or lease of real property related to long-range service plan within the cities of Denton, Lewisville, Highland Village, or the A-train corridor.
5. Reconvene Open Session – *N/A*
- a. Reconvene and Take Necessary Action on Items Discussed during Executive Session – *no action was taken*
6. Discussion of Future Agenda Items
- a. Board Member Requests – *Board members requested that meeting presentations be sent prior to the meetings.*
7. ADJOURN at 3:39 p.m.

The minutes of the June 20, 2019 Work Session meeting of the Board of Directors were passed and approved by a vote on this 20th day of July 18, 2019.

Dianne Costa, Vice Chair

ATTEST

Board Member



Board of Directors Regular Meeting Minutes for:

June 20, 2019

Board of Directors Regular Meeting Minutes

The Board of Directors of the Denton County Transportation Authority convened the Regular Meeting of the Board of Directors with Dianne Costa, Vice Chair presiding on June 20, 2019 at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057.

Attendance

Voting Members

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Mayor Chris Watts, Denton
TJ Gilmore, Lewisville
Dave Kovatch, Denton County @ 3:05
Shannon Joski, Alternate, Denton County

Non-voting Members

Allen Harris, The Colony @ 1:36
Ron Trees, Little Elm
Tom Winterburn, Corinth
Mark Miller, Flower Mound
Connie White, Small Cities
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Marisa Perry, Chief Financial Officer, Vice President of
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Adrienne Hamilton, Communications Manager
Lindsey Baker, Director of Strategic Partnerships
Javier Trilla, Director of Information Technology
Kayla Laird, Communications Coordinator
Ann Boulden, Director of Capital Development
Brandy Pedron, Executive Administrator

Public Attendees

Mike Leavitt, Highland Village Board Alternate
Peggy Hinkle-Wolf, Denton Record Chronicle
Paul Palmory

CALL TO ORDER: *Dianne Costa, Vice Chair, called the meeting to order and announced the presence of a quorum at 3:56 p.m.*

PLEDGE OF ALLEGIANCE – *led by Dave Kovatch*

INVOCATOIN – *led by Charles Emery*

WELCOME AND INTRODUCTION OF VISITORS – *No introductions made as this time*

RECOGNITION OF CHARLES EMERY – *The Board of Directors and DCTA Staff gave recognition to Charles Emery and Elaine Emery for the years of service to DCTA and our community*

1. PUBLIC COMMENT – *no public comments at this time*

This agenda item provides an opportunity for citizens to address the Board of Directors on any agenda items or other matters relating to the DCTA. Anyone wishing to address the Board of Directors should complete a Citizen Comment Registration Card and submit it to the DCTA Administration prior to the start of the Board of Director meeting. There is a three (3) minute time limit for each citizen. Anyone wishing to speak shall be courteous and cordial. The Board of Directors is not permitted to take action on any subject raised by a speaker during Citizen Comments. However, the



Board of Directors may have the item placed on a future agenda for action; refer the item to the DCTA Administration for further study or action; briefly state existing DCTA policy; or provide a brief statement of factual information in response to the inquiry.

2. CONSENT AGENDA

- a. Approval of Minutes for the Board Work Session and Regular Meeting on May 23, 2019
- b. Acceptance of Monthly Financial Statements – May 2019
 - *A Motion to approve the Consent Agenda items (a and b) was made by TJ Gilmore. The motion was seconded by Dave Kovatch. Motion passed unanimously by the Board with no abstentions.*

3. REGULAR AGENDA

- a. Discussion and Approval of Proposed Service Changes for August 2019
 - *A Motion to approve the Regular Agenda item (a) was made by Dave Kovatch. The motion was seconded by TJ Gilmore. Motion passed unanimously by the Board with no abstentions.*
- b. Discussion and Approval of Proposed Fare Changes for University Pass Program
 - *A Motion to approve the Regular Agenda item (b) was made by Mayor Chris Watts. The motion was seconded by Dave Kovatch. Motion passed unanimously by the Board with no abstentions*
- c. Discussion and Approval Interlocal Agreement with City of Corinth for a Station Concept and Estimate Development through DCTA's Lockwood, Andrews, Newnam, Inc. Contract
 - *A Motion to approve the Regular Agenda item (c) was made by Dave Kovatch. The motion was seconded by Mayor Chris Watts. Motion passed unanimously by the Board with no abstentions.*
- d. Discussion and Approval of Resolution R19-09 authorizing FY2019 Budget Amendment Number 2019-12: Revised Operating Budget Amendment for Phase 1 of the Corinth Study Expense and Revenue.
 - *A Motion to approve the Regular Agenda item (a) was made by Dave Kovatch. The motion was seconded by TJ Gilmore. Motion passed unanimously by the Board with no abstentions.*
- e. Discussion and Approval Task Order for City of Corinth for a Station Concept and Estimate Development through DCTA's Lockwood, Andrews, Newnam, Inc. Contact
 - *A Motion to approve the Regular Agenda item (b) was made by Mayor Chris Watts. The motion was seconded by Dave Kovatch. Motion passed unanimously by the Board with no abstentions*
- f. Discussion and Approval of Proposed Information Technology Acceptable Use Policy
 - *A Motion to approve the Regular Agenda item (a) was made by Dave Kovatch. The motion was seconded by TJ Gilmore. Motion passed unanimously by the Board with no abstentions.*

4. Convene Executive Session. The Board may convene the Regular Board Meeting into Closed Executive Session for the following: - *The Board did not meet in executive session at this time*

5. Reconvene Open Session – *Not applicable*

- a. Reconvene and Take Necessary Action on Items Discussed during Executive Session.

6. CHAIR REPORT

- a. Discussion of Regional Transportation Issues – *Dianne Costa informed the Board of the RTC NCTCOG 2019 Progress Report and the Pilot Program published.*
- b. Discussion Legislative Issues – *no discussion at this time*
 - i. Regional State
 - ii. Federal

7. CEO'S REPORT

- a. Budget Transfers – *One Rail Department budget transfer for the LAN track study as previously discussed*



b. Regional Transportation Issues – *no discussion at this time*

8. 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.
- *Dave Kovatch announce is resignation from the DCTA Board of Directors effective 6/22/2019.*
 - *TJ Gilmore thanked the DCTA staff for the trails event.*

9. ADJOURN – *The meeting was adjourned at 4:31 p.m.*

The minutes of the June 20, 2019 Regular meeting of the Board of Directors were passed and approved by a vote on this 20th day of July 18, 2019.

Dianne Costa, Vice Chair

ATTEST

Board Member



Board of Directors Memo

July 18, 2019

SUBJECT: Award of Transit Tire Contracts to Southern Tire Mart, Goolsbee Tire Services, and T&W Tire, LLC

Background

On March 27, 2019, a request for bid was released for the purchase of transit tires for the fleet of buses, vans and passenger vehicles. DCTA and SPAN joined together to complete a joint procurement to assist SPAN with the purchase of tires for their fleet. SPAN will enter into contract directly with the awarded firms and will place orders for their needs. A total of 602 email notices were sent to potential bidders. Of those potential bidders, three (3) firms submitted bids.

1. Goolsbee Tire Services
2. Southern Tire Mart
3. T&W Tires, LLC

Identified Need

Tires will be ordered on an as needed basis to perform repairs and preventive maintenance on buses, vans and other fleet vehicles.

Financial Impact

Expenditures for tires are reimbursed by grant funds from the Federal Transit Administration (FTA) at 80% of the costs. The contracts to be awarded are for a two (2) year term with anticipated annual expenses of \$175,000, both DCTA/SPAN. DCTA's portion of the expenses is approximately \$150,000 per year. The estimated expenditure for the two (2) year period is approximately \$350,000; DCTA's portion is \$300,00. SPAN will purchase tires directly from the vendors and will have no financial impact on DCTA's budget.

Recommendation

Staff is recommending award to all three firms, per the attached spreadsheet detail.


Exhibits

Exhibit A - Excel Spreadsheet of Items to be awarded

Exhibit B – Interlocal Agreement with SPAN, Board Approved on March 7, 2019

Submitted By: 
Athena Forrester, AVP of Regulatory Compliance

Final Review: 
Michelle Bloomer, VP of Operations

Approval: 
Raymond Suarez, CEO

RM 3(a) Award of Tires, Exhibit A

19-06 TIRE BID TAB SPREADSHEET					
			Southern Tire Mart	Goolsbee Tire Service	T&W Tire LLC
01-01	195/65R-15	new tire			\$ 62.73
01-02		mount/dismount			\$ 10.00
01-04		wheel balance			\$ 5.00
01-05		wheel refurbish			\$ 12.00
01-08		disposal			\$ 3.00
02-01	195/75R/16 D	new tire			\$ 88.99
02-02		mount/dismount			\$ 10.00
02-04		wheel balance			\$ 5.00
02-05		wheel refurbish			\$ 12.00
02-08		disposal			\$ 3.00
03-01	225/65R/17	new tire	\$ 86.00		
03-02		mount/dismount	\$ 10.00		
03-04		wheel balance	\$ 5.00		
03-05		wheel refurbish	\$ 22.00		
03-06		valve stem	\$ 2.00		
03-08		disposal	\$ 1.50		
04-01	225/70R/15	new tire			\$ 74.71
04-02		mount/dismount			\$ 10.00
04-04		wheel balance			\$ 5.00
04-05		wheel refurbish			\$ 12.00
04-06		valve stem			\$ 2.00
04-07		valve cap			\$ 0.50
04-08		disposal			\$ 3.00
05-01	225/75R/16 E	new tire			\$ 109.65
05-02		mount/dismount			\$ 10.00
05-04		wheel balance			\$ 5.00
05-05		wheel refurbish			\$ 12.00
05-06		valve stem			\$ 2.00
05-07		valve cap			\$ 0.50
05-08		disposal			\$ 3.00
06-01	235/70R/17	new tire			\$ 109.39
06-02		mount/dismount			\$ 10.00
06-04		wheel balance			\$ 5.00
06-05		wheel refurbish			\$ 12.00
06-06		valve stem			\$ 2.00
06-07		valve cap			\$ 0.50
06-08		disposal			\$ 3.00
07-01	235/80R/17 E	new tire			\$ 124.69
07-02		mount/dismount			\$ 10.00
07-04		wheel balance			\$ 5.00
07-05		wheel refurbish			\$ 12.00
07-06		valve stem			\$ 2.00
07-07		valve cap			\$ 0.50

RM 3(a) Award of Tires, Exhibit A

19-06 TIRE BID TAB SPREADSHEET					
			Southern Tire Mart	Goolsbee Tire Service	T&W Tire LLC
07-08		disposal			\$ 3.00
08-01	275/70R/22.5 J	new tire		\$ 449.25	
08-02		mount/dismount		\$ 15.00	
08-04		wheel balance		\$ 15.00	
08-05		wheel refurbish		\$ 25.00	
08-06		valve stem		\$ 3.25	
08-07		valve cap		\$ -	
08-08		disposal		\$ 6.00	
09-01	275/80R/22.5 G	new tire		\$ 436.00	
09-02		mount/dismount		\$ 15.00	
09-04		wheel balance		\$ 15.00	
09-05		wheel refurbish		\$ 25.00	
09-06		valve stem		\$ 3.25	
09-07		valve cap		\$ -	
09-08		disposal		\$ 6.00	
10-01	305/85R/22.5 J	new tire		\$ 805.60	
10-02		mount/dismount		\$ 15.00	
10-04		wheel balance		\$ 15.00	
10-05		wheel refurbish		\$ 25.00	
10-06		valve stem		\$ 3.25	
10-07		valve cap		\$ 1.25	
10-08		disposal		\$ 6.00	
11-01	275/70R/22.5 J	recapped tire	\$ 133.00		
11-02		mount/dismount	\$ 18.50		
11-04		wheel balance	\$ 12.00		
11-05		wheel refurbish	\$ 24.00		
11-06		valve stem	\$ 4.00		
11-08		disposal	\$ 4.00		
12-01	275/80R/22.5 G	recapped tire			\$ 130.00
12-02		mount/dismount			\$ 20.00
12-04		wheel balance			\$ 25.00
12-05		wheel refurbish			\$ 20.00
12-06		valve stem			\$ 4.95
12-07		valve cap			\$ 1.00
12-08		disposal			\$ 5.00
13-01	305/85R/22.5 J	recapped tire	\$ 159.00		
13-02		mount/dismount	\$ 18.50		
13-04		wheel balance	\$ 12.00		
13-05		wheel refurbish	\$ 24.00		
13-06		valve stem	\$ 4.00		
13-07		valve cap	\$ -		
13-08		disposal	\$ 4.00		

RM 3(a) Award of Tires, Exhibit A

19-06 TIRE BID TAB SPREADSHEET					
			Southern Tire Mart	Goolsbee Tire Service	T&W Tire LLC
	SPAN				
14-01	225/65R/17	new tire			\$ 119.87
14-02		mount/dismount			\$ 10.00
14-03		flat repair			\$ 15.00
14-04		wheel balance			\$ 5.00
14-05		wheel refurbish			\$ 12.00
14-06		valve stem			\$ 2.00
14-07		valve cap			\$ 0.50
14-08		disposal			\$ 3.00
15-01	225/75R/16 E	new tire			\$ 124.18
15-02		mount/dismount			\$ 10.00
15-03		flat repair			\$ 15.00
15-04		wheel balance			\$ 5.00
15-05		wheel refurbish			\$ 12.00
15-06		valve stem			\$ 2.00
15-07		valve cap			\$ 0.50
15-08		disposal			\$ 3.00
16-01	235/65R/17	new tire			\$ 108.37
16-02		mount/dismount			\$ 10.00
16-03		flat repair			\$ 15.00
16-04		wheel balance			\$ 5.00
16-05		wheel refurbish			\$ 12.00
16-06		valve stem			\$ 2.00
16-07		valve cap			\$ 0.50
16-08		disposal			\$ 3.00
	Total annual contract award				\$ 171,104.09
	Total two year contract value				\$ 342,208.18

**STATE OF TEXAS §
 § **INTERLOCAL AGREEMENT FOR**
COUNTY OF DENTON § **COOPERATIVE PURCHASING****

This Interlocal Agreement for Cooperative Purchasing (“Agreement”) is made and entered into as of the Effective Date by and between Denton County Transportation Authority (“DCTA”) and SPAN, Inc. (“SPAN”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS

WHEREAS, DCTA is a coordinated county transportation authority created under Chapter 460 of the Texas Transportation Code and SPAN is a Texas non-profit entity created under Chapter 460 of the Texas Transportation Code; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act (“Act”), Chapter 791, Texas Government Code; and

WHEREAS, DCTA and SPAN are units of local government that have the statutory authority under the Act to perform the services set forth in this Agreement; and

WHEREAS, the Parties have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow each Party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code;

NOW THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, the Parties shall agree as follows:

**Article I
Purpose**

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties that will allow each Party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code in order to avoid duplicate procurement efforts and obtain the benefits of volume purchasing.

Article II Term

2.1 The Initial Term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue for a period of one (1) year, unless sooner terminated as provided herein. After the Initial Term, this Agreement shall automatically renew for successive one (1) year terms upon the mutual agreement by both Parties (each a "Renewal Term").

2.2 Either Party may terminate this Agreement for any reason whatsoever, without cause or penalty, by providing the other Party thirty (30) days' prior written notice to terminate.

Article III Designated Representative

The Parties agree that each Party shall respectively designate a person to act under the direction of, and on behalf of, the designated Party (the "Designated Representative").

Article IV Purchasing

At the request of the other Party, the Party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other Party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

Article V Payments

Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all costs of enforcement.

Article VI Miscellaneous

6.1 Federal, State and Local Laws. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

6.2 Governing Law. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Denton County, Texas.

6.3 Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

6.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

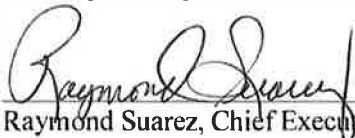
6.5 Authorization. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

6.6 Notices. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

(signature page to follow)

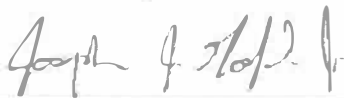
EXECUTED this 7th day of March, 2019.

Denton County Transportation Authority

By: 
Raymond Suarez, Chief Executive Officer


1955 Lakeway Drive, Suite 260
Lewisville, Texas 75067
Phone: (972) 221-4600

Approved as to form:

By: 
Peter G. Smith, General Counsel
(01-24-2019:TM105583)

EXECUTED this 27th day of February, 2019.

SPAN, Inc.

By: 
Name: Michelle McMahon
Title: Executive Director

1800 Malone Street
Denton, Texas 76201
Phone: (940) 382-1900



Board of Directors Memo

July 18, 2019

SUBJECT: Discuss and Approve Interlocal Cooperation Agreement with Star Transit for Cooperative Purchasing

Background

Star Transit approached DCTA to utilize the Mobility-as-a-Service Procurement for mobility services. Star Transit is a rural transit district established under Chapter 458 of the Texas Transportation Code.

Identified Need

DCTA and Star Transit staff have determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing. The parties desire to enter into cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively procured contracts and agreements and to complete joint procurements. DCTA and Star Transit will enter into separate agreements with the selected vendors. Star Transit's contracts will have no financial or legal impact to DCTA.

Financial Impact

There is no financial impact to the budget.

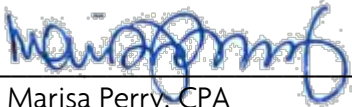
Recommendation

Staff recommends the Board of Directors authorize the CEO to execute an Interlocal Agreement with Star Transit for cooperative purchasing.

Exhibits

Exhibit A – DRAFT Interlocal Cooperation Agreement with STAR Transit

Submitted By: 
Sarah Martinez
Director of Procurement

Final Review: 
Marisa Perry, CPA
Chief Financial Officer/VP of Finance

Approval: 
Raymond Suarez
Chief Executive Officer

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STATE OF TEXAS §
COUNTY OF DENTON §
INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is made and entered into as of the Effective Date by and between Denton County Transportation Authority ("DCTA") and STAR Transit. ("STAR Transit"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS

WHEREAS, DCTA is a Coordinated County Transportation Authority created under Chapter 460 of the Texas Transportation Code and STAR Transit is a Rural Transit District established pursuant to the authority of Chapter 458 of the Texas Transportation Code; and;

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WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act ("Act"), Chapter 791, Texas Government Code; and

WHEREAS, DCTA and STAR Transit are units of local government that have the statutory authority under the Act to perform the services set forth in this Agreement; and

WHEREAS, DCTA contracts with numerous mobility providers to facilitate a variety of services, including but not limited to those involving use of an online platform accessible by a website and mobile device; and

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WHEREAS, STAR Transit desires to utilize the mobility providers that DCTA has previously contracted with or may contract with in the future to provide of variety of services, including but not limited to enhanced transportation services on an "as needed" basis;

NOW THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, the Parties shall agree as follows:

Article I
Purpose

The purpose of this Agreement is to allow STAR Transit to benefit from DCTA procurements and to allow DCTA to provide certain services to STAR Transit on an "as needed" basis, utilizing the current and future providers under contract with DCTA for a variety of services, including by not limited to enhanced transportation services.

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Article II
Term

2.1 The Initial Term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue through September 30, 2020, unless sooner terminated as

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[RM 3\(b\) Exhibit A](#)

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provided herein. After the Initial Term, this Agreement shall automatically renew for successive one (1) year terms ~~unless sooner terminated as provided herein~~ (each a "Renewal Term").

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2.2 ~~At any time prior to the first day of April of a calendar year,~~ either Party may terminate this Agreement for any reason whatsoever, without cause or penalty, by providing the other Party ~~written notice to terminate effective upon September 30 of that same calendar year.~~

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Article III Schedule of Work

DCTA shall not proceed with providing Mobility Services ("Services") under this Agreement until receiving a Task Order from STAR Transit requesting such Services. ~~For purposes of illustration only, a partial list of current vendors is included as Exhibit "A" (Example Vendors).~~ Such Task Order shall be agreed upon in writing by both Parties prior to issuance. All Task Orders and all notices related to Task Orders shall follow the notice procedures of Section 8.9 of this Agreement. The Task Order shall establish the Service requirements for the type of Service requested and the rate of compensation for the Service requested. Issuance of Task Orders under this Agreement shall be at the sole discretion of both Parties. In the event there exists a conflict between the language contained in a Task Order and this Agreement, the language in the Task Order shall control.

Article V Payments

DCTA shall bill STAR Transit for the Services requested as provided in the Task Order. Any payments made by STAR Transit to DCTA shall be from current revenue available for the current fiscal year.

Article VI Indemnification

6.1 **TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS, AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH ITS PERFORMANCE UNDER THIS AGREEMENT. THIS AGREEMENT AND THE INDEMNITY PROVIDED HEREIN ARE NOT INTENDED TO AND SHALL NOT CREATE ANY CAUSE OF ACTION FOR THE BENEFIT OF THIRD PARTIES OR ANY PERSON NOT A PARTY TO THIS AGREEMENT. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE**

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EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO HAVE WAIVED ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO IT AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL POWERS AND FUNCTIONS. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS, EXPRESS OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN PARTIES NOT SIGNATORIES HERETO.

6.2 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 Texas Civil Practice & Remedies 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 regard to any claim or lawsuit that alleges 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 or to choose their own counsel rather than proceeding with joint counsel or a joint defense. 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.

6.3 Legal Liability. STAR Transit and DCTA are both a "governmental unit" as that term is defined in Chapter 101 of the Texas Civil Practice and Remedies Code. Therefore, the extent of either Party's liability for actions arising out of the performance of this Agreement shall be governed by Chapter 101 of the Texas Civil Practice and Remedies Code.

Article VII Insurance

DCTA shall maintain its own insurance in sufficient amounts to cover any occurrence or claim related to its responsibilities in delivering the Services under this Agreement.

Article VIII Miscellaneous

8.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings or agreements, whether written or oral, between the Parties with respect to this subject matter.

8.2 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

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8.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

8.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall exclusively be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8.5 No Waiver of Liability. The Parties acknowledge that neither Party is an agent, servant, or employee of the other Party, and each Party agrees it is responsible for its own individual negligent acts or omissions or other tortious conduct, as well as such acts and deeds of its contractors, agents, representatives, and employees, during the performance of this Agreement without waiving any governmental immunity available to the Parties under Texas law and other applicable law, and without waiving any available defenses under Texas law and other applicable law. Further, in the execution and performance of this Agreement, the Parties do not waive, and neither Party shall be deemed to have waived, any other immunity or defense that would otherwise be available to each Party as a local governmental entity and/or political subdivision of the State of Texas.

8.6 Immunity. In the execution and performance of this Agreement, the Parties do not waive, and neither Party shall be deemed to have waived, any immunity or defense that would otherwise be available to each Party as a local governmental entity and/or political subdivision of the State of Texas. Nothing in this Agreement shall be deemed or construed to create any right or interest in any person not a party to this Agreement, and there are no third-party beneficiaries hereof.

8.7 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

8.8 Severability. 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for DCTA:

With Copy to:

Raymond Suarez
Chief Executive Officer

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.

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RM 3(b) Exhibit A

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DCTA	1800 Ross Tower, 500 North Akard
1955 Lakeway Drive, Suite 260	500 North Akard
Lewisville, Texas 75067	Dallas, Texas 75201
Phone: 972-221-4600	Phone: 214-965-9900

If intended for STAR Transit: With Copy to:

<u>Executive Director</u>	<u>Mary Gayle Ramsey</u>
<u>STAR Transit</u>	<u>Attorney at Law</u>
<u>P. O. Box 703</u>	<u>607 N. Rockwall</u>
<u>Terrell, Texas 75160</u>	<u>Terrell, Texas 75160</u>
<u>Phone: 877-631-5278</u>	<u>Phone: 972-524-1920</u>

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8.10 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

8.11 Exhibits. The Exhibits attached hereto are incorporated herein.

8.12 Recitals. The recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

8.13 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination hereof.

8.15 Approval of Parties. Whenever this Agreement requires or permits the approval or consent to be given by a Party, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned, or delayed.

8.16 No Third-Party Beneficiary. Nothing in this Agreement shall be construed as creating or giving rise to any rights of third-parties or any persons, including the public in general, other than the Parties.

8.17 Recordkeeping and Right to Inspect Records. Each Party shall have mutual access to, and the right to examine, all books, documents, papers, and other records of the other Party involving transactions relating to this Agreement. Each Party shall have access during normal business hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this Agreement. Each Party

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[RM 3\(b\) Exhibit A](#)

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shall give the other Party advance written notice of at least forty-eight (48) business hours of intended audits.

(signature page to follow)

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EXECUTED this _____ day of _____, 2019.

Denton County Transportation Authority

By: _____
Raymond Suarez, Chief Executive Officer

Approved as to form:

By: _____
Peter G. Smith, General Counsel
(06-05-2019:TM108556)

EXECUTED this _____ day of _____, 2019.

STAR Transit, Inc.

By: _____
Name: _____
Title: _____

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Board of Directors Memo

July 18, 2019

SUBJECT: Discuss and Approve Interlocal Cooperation Agreement with OMNIA Partners for Cooperative Purchasing

Background

OMNIA Partners Public Sector (OMNIA Partners) is a Delaware corporation and is a combination of two purchasing cooperatives, National IPA and U.S. Communities. OMNIA Partners has a multitude of cooperative purchasing programs available to public agencies. All contracts are competitively solicited and publicly awarded by government entities utilizing industry best practices, processes and procedures.

Identified Need

DCTA has determined a need for a cooperative agreement with OMNIA Partners to participate in their cooperative purchasing programs. One immediate need that has been identified is office supplies. The Interlocal Agreement (ILA) would allow DCTA to participate in the cooperative buying power which would help DCTA save time and would reduce product and administrative costs.

Financial Impact

There is no financial impact to the budget.

Recommendation

Staff recommends the Board of Directors authorize the CEO to execute an Interlocal Agreement with OMNIA Partners for cooperative purchasing.

Exhibits

Exhibit A –Interlocal Cooperation Agreement with OMNIA Partners

Submitted By:



Sarah Martinez
Director of Procurement

Final Review:



Marisa Perry, CPA
Chief Financial Officer/VP of Finance

Approval:



Raymond Suarez
Chief Executive Officer

OMNIA

PARTNERS



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on a OMNIA Partners Party website (such as www.omniapartners.com/publicsector or www.nationalipa.org or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing

or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY**
d/b/a OMNIA Partners Public Sector

Authorized Signature	 Signature
Name	Sarah Vavra
Title and Agency Name	Sr. Vice President, Public Sector Contracting
Date	Title
Date	Date