



Board of Directors Regular Board Meeting

March 24, 2022 | 10:00 a.m.

NOTICE IS HEREBY GIVEN that the members of the Denton County Transportation Authority (DCTA) Board of Directors will hold a Regular Meeting on March 24, 2022 at 10:00 a.m. at the DCTA Administrative Offices located at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057 and by Zoom Video Conference at which time the following agenda will be discussed.

The public is allowed to use the ZOOM link below to participate in the Board Meeting. To join the meeting, please use the information below:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/81581199073?pwd=Q29jd2hleTdsWEo0WVYycElzOEIqZz09>

Passcode: 915550

Or One tap mobile :

US: +13462487799

Or Telephone:

Dial: US: +1 346 248 7799

Webinar ID: 815 8119 9073

Passcode: 915550

As authorized by Section 551-071 of the Texas Government Code, the Board of Directors may convene into Closed Executive Session for the purpose of seeking legal advice from Legal Counsel on any item on the agenda at any time during the meeting.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENT

This agenda item provides an opportunity for citizens to address the DCTA Board of Directors on any agenda item(s) or other matters relating to DCTA. Each speaker will be given a total of three (3) minutes to address any item(s). Anyone wishing to speak shall be courteous and cordial.

Any person who wishes to address the DCTA Board of Directors regarding any item(s) may do so by either completing a Request to Speak Card located in the DCTA Board Room prior to the meeting or if participating virtually, by utilizing the “raise hand” function ensuring when called upon your camera is turned on and your name is displayed.

Citizens that are not able to participate in-person or connect virtually to the Zoom meeting must email his or her public comment to kmorris-perkins@dcta.net no later than 3:00 pm on Wednesday, March 23, 2022, to ensure the comment will be read.

The Board of Directors is not permitted to take action on any subject raised by a speaker during Public Comments. However, the DCTA 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.

CONSENT AGENDA

1. Consider Approval of Monthly Financial Statements for February 2022

[\(packet pages 8-15\)](#)

Action Item

Backup Information: Memo

Exhibit 1.1: Monthly Financial Statements – February 2022

Exhibit 1.2: Capital Projects Budget Report – February 2022

2. Consider Appointments to the North Texas Mobility Corporation (NTMC) Board of Directors

[\(packet pages 16-18\)](#)

Action Item

Backup Information: Memo

Exhibit 1: Letter of Resignation from Sara Hensley

Exhibit 2: Resolution R22-05

3. Consider Approval of an Award of Contract to EAN Holdings, LLC DBA Commute with Enterprise for Commuter Vanpool Program Services

[\(packet pages 19-68\)](#)

Action Item

Backup Information: Memo

Exhibit 1: Solicitation 22-01

Exhibit 2: Evaluation Consensus Average

4. Consider Approval of Resolution R22-04 Designating Paul Cristina as the Alternate Investment Officer

[\(packet pages 69-71\)](#)

Action Item

Backup Information: Memo

Exhibit 1: Resolution R22-04

REGULAR AGENDA

1. Discussion of Title VI Policy Update to Include Major Service and Fare Change Policy

[\(packet page 72\)](#)

Discussion Item

Presenters: Gibran Hadj-Chikh, Kittelson & Associates, Inc.

Krista Purser, Kittelson & Associates, Inc.

Backup Information: Memo

2. Mobility Services Update

[\(packet page 73\)](#)

Discussion Item

Presenters: Javier Trilla, AVP of Innovation and Information Technology
Ari Luks, Via
Alex Lavoie, Via
George Brighten, Via
Chris Newport, Accenture

Backup Information: Memo

3. Discuss DCTA's Public Communication Program and Consider Authorizing the Interim Chief Executive Officer (CEO) to Negotiate and Enter into an Agreement(s) with a Firm(s) for Current and Upcoming Public Outreach Needs

[\(packet page 75\)](#)

Action Item

Presenter: Pamela Burns, Director of Public Involvement & Communications

Backup Information: Memo

4. Consider Approval of Contract Amendment with PS-Stearns, Inc. for GoZone Brand Ambassador Services to Support GoZone

[\(packet pages 76-79\)](#)

Action Item

Presenter: Pamela Burns, Director of Public Involvement & Communications

Backup Information: Memo

Exhibit 1: Second Amendment to Agreement for Brand Ambassador Staffing Services

5. Consider Approval of Contract Staff Support Services

[\(packet page 80\)](#)

Action Item

Presenter: Marisa Perry, Chief Financial Officer/VP of Finance

Backup Information: Memo

6. Consider Approval of an Extension of 17-03 on Demand Rideshare Services Contract and 17-27 On-call Taxi and Non-emergency Transportation Services Contract

[\(packet pages 81-88\)](#)

Action Item

Presenter: Brandy Hazel, Manager of Contracts and Procurement

Backup Information: Memo

Exhibit 1: Second Amendment to Agreement for 17-03 On-Demand Rideshare Services - Lyft

Exhibit 2: First Amendment to Agreement for 17-03 On-Demand Rideshare Services - Irving Holdings

Exhibit 3: First Amendment to Agreement for 17-27 On-Call Taxi & Emergency Transportation Services - Irving Holdings

7. Consider Authorizing the Interim Chief Executive Officer (CEO) to Negotiate a Rate for Electric Utility Services and Enter into an Agreement for such service for various Denton County Transportation Authority (DCTA) facilities

(packet pages 89-98)

Action Item

Presenter: Brandy Hazel, Manager of Contracts and Procurement

Backup Information: Memo

Exhibit 1: EPA Green Power Partnership Agreement

Exhibit 2: MES Sustainability Overview

8. Consider Approval of Resolution R22-03 Approving Budget Revision 2022-09

(packet pages 99-113)

Action Item

Presenter: Amanda Riddle, Senior Manager of Budget

Backup Information: Memo

Exhibit 1: Resolution R22-03 with the following Exhibits:

“A”: Budget Revision 2022-09

“B”: Change in Net Position (DCTA Only)

“B-1”: Change in Net Position (DCTA + NTMC Combined)

“C”: Long Range Financial Plan

Exhibit 2: Year-to-Date FY22 Budget Revisions

9. Discuss Status of Joint Rail Operations Facility (JROF) Project Development

(packet page 114)

Discussion Item

Presenter: Paul Cristina, Deputy CEO

Backup Information: Memo

10. Discuss and Consider Approval of Funds Transfer from Dallas Area Rapid Transit (DART) and Task Order with Lockwood, Andrews, and Newnam, Inc. for Quality Compliance and Project Management Support Services

(packet pages 115-127)

Action Item

Presenter: Paul Cristina, Deputy CEO

Backup Information: Memo

Exhibit 1: Accounts Receivable Letter

Exhibit 2: Quality Assurance & Project Management Support Scope of Services

Exhibit 3: JROF Proposed Project Baseline Budget

11. Discuss and Consider Authorizing the Interim Chief Executive Officer (CEO) to Enter into an Agreement with an Executive Search Firm

[\(packet pages 128-168\)](#)

Action Item

Presenter: Paul Cristina, Deputy CEO

Backup Information: Memo

Exhibit 1: Qualifications Package: Mackenzie Eason

Exhibit 2: Qualifications Package: KL2 Connects

Exhibit 3: Qualifications Package: K&A Partners

12. Consider a Date for the Denton County Transportation Authority (DCTA) Board of Directors Strategic Workshop

[\(packet page 169\)](#)

Discussion Item

Presenter: Chris Newport, Accenture

Backup Information: Memo

13. Discuss Local and Regional Transportation Updates and Legislative Issues

[\(packet pages N/A\)](#)

Discussion Item

INFORMATIONAL REPORTS

1. Monthly Financial Reports

[\(packet pages 170-177\)](#)

Backup Information: Memo 1: Monthly Sales Tax Receipts

Exhibit 1: FY22 Monthly Sales Tax Report

Memo 2: Monthly Mobility-as-a-Service Update

Memo 3: Budget Information

2. Monthly Ridership Reports

[\(packet pages 178-185\)](#)

Backup Information: Memo

Exhibit 1: Ridership by Mode – February 2022

Exhibit 2: A-train Year-Over-Year Ridership Comparison

Exhibit 3: Connect and GoZone Ridership by Month and Year

Exhibit 4: Fixed-Route Ridership – February 2022

Exhibit 5: Connect Ridership Year-Over-Year by Month

Exhibit 6: UNT Ridership Year-Over-Year by Month

3. Social Service Agency Roundtable Recap Report

[\(packet pages 186-198\)](#)

Backup Information: Memo

Exhibit 1: Social Service Agency Roundtable Recap Report

4. **Renewal of Lease for Administration Office Property**

([packet page 199](#))

Backup Information: Memo

5. **Request for Proposals (RFP) 22-07 Federal Legislative Consultant**

([packet pages 200](#))

Backup Information: Memo

6. **NTMC Request for Operator & Hourly Employee COVID Leave and Vaccination Pay**

([packet page 201-205](#))

Backup Information: Memo

Exhibit 1: NTMC Board Memo dated February 3, 2022

FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

Staff will discuss proposed future agenda items. Board members may request an informational item or action item to be added to the next Board meeting agenda.

[Next Board Meeting Date:](#) April 28, 2022

REPORT ON ITEMS OF COMMUNITY INTEREST

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.

CONVENE EXECUTIVE SESSION

The Board may convene the Regular Board Meeting into Closed Executive Session for the following:

No items scheduled for this agenda.

RECONVENE OPEN SESSION

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

ADJOURN

Board Members:

Cesar Molina, Denton County Seat 1, *Chair*

TJ Gilmore, Lewisville, *Vice-Chair*

Dianne Costa, Highland Village, *Secretary*

Alison Maguire, Denton

Andy Eads, Denton County Seat 2



Alternates

Jody Gonzalez, Denton County Seat 1
Kristin Green, Lewisville
Pat Smith, Denton
Paul Stevens, Highland Village
Vacant, Denton County Seat 2

Non-Voting Board Members:

Dennie Franklin, Frisco
Mark Miller, Flower Mound
Joe Perez, The Colony
Connie White, Small Cities
Tom Winterburn, Corinth
Vacant, Little Elm

Staff Liaison:

Raymond Suarez, CEO

This notice was posted on March 18, 2022 by 6pm.

Kisha Morris-Perkins

Executive Assistant | Board Process Manager

Board of Directors Memo

March 24, 2022

SUBJECT: Consider Approval of Monthly Financial Statements for February 2022

Recommendation

Staff recommends approval of the monthly financial statements for February 2022.

Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports for the period ending February 28, 2022 include the Statement of Change in Net Position, Statement of Net Position, and Capital Projects Budget Report. These reports provide a comparison of year-to-date budget vs. actual as of the current month.

Previous Board Activity & Action

There has been no previous Board-level activity on this item.

Identified Need

Provides the Board a review of the agency's financial position and performance to budget.

Financial Impact

The following are major variances between year-to-date budget and year-to-date actuals, which are annotated on the Statement of Change in Net Position.

- Note A:** Passenger Revenues – YTD favorable by \$58k due primarily to A-train and GoZone ridership of 264k which was 50% higher than budgeted ridership of 176k (\$46k increased revenue).

		YTD FY22 Actual Ridership	YTD FY22 Budgeted Ridership	% Variance, Actual to Budget	YTD FY21 Actual Ridership	% Variance, Actual to Prior Yr
Total Rail Ridership		68,988	57,938	19%	38,425	80%
Connect		67,095	84,507	-21%	83,094	-19%
Access & Zone Service	(A)	8,105	8,151	-1%	7,363	10%
GoZone		194,993	118,383	65%	-	N/A
Frisco	(B)	2,419	1,673	45%	876	176%
Collin County Transit (CCT)	(B)	3,371	6,710	-50%	4,026	-16%
North Texas Xpress	(C)	723	187	287%	1,860	-61%
University of North Texas	(D)	467,824	736,811	-37%	114,218	310%
Special Movements	(D)	412	-	N/A	-	N/A
Total Bus Ridership		744,942	956,422	-22%	211,437	252%
Vanpool	(D)	86,925	-	N/A	81,733	6%
Total System Ridership		900,855	1,014,360	-11%	331,595	172%

(A) FY21 ridership includes Lewisville Lakeway On-Demand and Downtown Denton Transit Center (DDTC) Evening On-Demand which ended September 6, 2021.

(B) Includes Demand Response service and Taxi service.

(C) FY21 ridership includes North Texas Xpress operated jointly with Trinity Metro through September 6, 2021. Beginning September 7, 2021, DCTA operates an abbreviated portion of the route with two trips each weekday.

(D) These ridership numbers are not linked to passenger revenues and are shown for information purposes only to present system-wide ridership.

- **Note B:** Contract Service Revenue – YTD unfavorable by \$125k primarily due to lower than budgeted revenue hours (\$85k decreased revenue) and billable fuel costs (\$41k decreased revenue). Average pass-through fuel cost was \$2.70/gallon compared to budgeted \$3.00/gallon and usage of 40k gallons was 19% lower than budgeted usage of 50k gallons.
- **Note C:** Sales Tax Revenue – February sales tax revenue was not yet received as of month-end close and is accrued for the month based on budget. Sales tax generated in February will be received in April.
- **Note D:** Federal/State Grants - Capital – YTD favorable by \$70k due to reimbursements for the Positive Train Control (PTC) project being received earlier than anticipated in the budget. A budget amendment is included in this month's Board packet to capture the additional grant revenue planned for the remainder of FY22.

	YTD FY22 Actual Revenue	YTD FY22 Budgeted Revenue	Variance, Actual to Budget
PTC Implementation & Enhancements	\$ 70,260	\$ -	\$ 70,260
	<u>\$ 70,260</u>	<u>\$ -</u>	<u>\$ 70,260</u>

- **Note E:** Federal/State Grants - Operating – YTD favorable by \$576 mainly as the budget was updated to reallocate grant funds based on current drawdown status.

	YTD FY22 Actual Revenue	YTD FY22 Budgeted Revenue	Variance, Actual to Budget
Bus Preventive Maintenance	\$ 437,801	\$ 437,746	\$ 55
Rail Preventive Maintenance	1,523,783	1,523,783	-
Operating Assistance	3,311,691	3,311,691	-
ADA Assistance	222,540	222,540	-
Vanpool	82,110	81,589	521
	<u>\$ 5,577,925</u>	<u>\$ 5,577,349</u>	<u>\$ 576</u>

- **Note F:** Purchased Transportation Services Expense – YTD unfavorable by \$393k mainly due to higher than anticipated GoZone service costs. The FY22 YTD budget anticipated 55k GoZone service hours; actual YTD GoZone billed hours were 62k (\$285k increased expense). Costs for the vanpool contract were higher than budgeted (\$40k) due to higher than anticipated usage; a budget amendment is expected following pending Board approval of award for services to Enterprise Holdings. The Trinity Metro Alliance Lyft contract is also higher than budgeted (\$47k) due to higher than anticipated usage; a budget amendment will be brought to the Board in the coming months, along with an adjustment to increase budgeted revenue associated with this contract.
- **Note G:** Depreciation Expense – YTD unfavorable by \$447k due to capitalization of the Positive Train Control (PTC) project in FY21 ahead of the budgeted completion date of 12/31/21, as the project was deemed materially complete for recognition. A budget amendment for this adjustment is included in this month's Board packet to capture the additional depreciation expense planned for the remainder of FY22.

Exhibits

Exhibit 1.1: Monthly Financial Statements – February 2022

Exhibit 1.2: Capital Projects Budget Report – February 2022



Reviewed By:

A blue ink signature of Amber Karkauskas, written in a cursive style, is placed above a horizontal line.

Amber Karkauskas, Controller/AVP of Finance

Final Review:

A blue ink signature of Marisa Perry, written in a cursive style, is placed above a horizontal line.

Marisa Perry, CPA, Chief Financial Officer/VP of Finance



DENTON COUNTY TRANSPORTATION AUTHORITY

CHANGE IN NET POSITION

MONTH AND YEAR TO DATE AS OF FEBRUARY 28, 2022

(UNAUDITED)

Description	Month Ended February 28, 2022			Year to Date February 28, 2022			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Revenue and Other Income							
Passenger Revenues	\$ 54,964	\$ 54,708	\$ 256	\$ 328,600	\$ 270,836	\$ 57,764	\$ 642,579 Note A
Contract Service Revenues	353,592	345,003	8,589	1,505,678	1,630,844	(125,166)	3,915,759 Note B
Sales Tax Revenues	2,630,655	2,207,285	423,370	14,849,232	13,823,718	1,025,514	32,663,897 Note C
Federal/State Grants - Capital	13,967	-	13,967	70,260	-	70,260	4,609,056 Note D
Federal/State Grants - Operating	723,004	(710,451)	1,433,455	5,577,925	5,577,349	576	21,781,841 Note E
Total Revenues and Other Income	<u>3,776,181</u>	<u>1,896,545</u>	<u>1,879,636</u>	<u>22,331,695</u>	<u>21,302,747</u>	<u>1,028,948</u>	<u>63,613,132</u>
Operating Expenses							
Salary, Wages and Benefits	397,048	426,293	29,245	1,682,949	2,117,538	434,589	5,103,643
Outsourced Services and Charges	252,400	355,996	103,596	1,271,308	2,322,530	1,051,222	5,158,312
Materials and Supplies	178,380	233,683	55,303	819,698	1,288,071	468,373	2,780,594
Utilities	29,061	43,858	14,797	144,133	219,281	75,148	526,281
Insurance	73,186	141,412	68,226	426,820	716,169	289,349	1,706,052
Purchased Transportation Services	1,352,059	1,401,461	49,402	7,391,196	6,998,560	(392,636)	17,072,456 Note F
Employee Development	4,852	10,974	6,122	24,420	116,736	92,316	235,385
Leases and Rentals	11,247	11,546	299	58,561	57,855	(706)	139,772
Depreciation	945,799	945,183	(616)	4,732,664	4,285,652	(447,012)	10,899,464 Note G
Total Operating Expenses	<u>3,244,033</u>	<u>3,570,406</u>	<u>326,373</u>	<u>16,551,749</u>	<u>18,122,392</u>	<u>1,570,643</u>	<u>43,621,959</u>
Income Before Non-Operating Revenues and Expenses	532,148	(1,673,861)	2,206,009	5,779,946	3,180,355	2,599,591	19,991,173
Non-Operating Revenues/(Expense)							
Investment Income	11,881	1,000	10,881	1,299	5,000	(3,701)	12,000
Gain (Loss) on Disposal of Assets	-	-	-	(5,245)	-	(5,245)	-
Other Income/(Expense) - Miscellaneous	3,375	-	3,375	214,354	-	214,354	1,027,200
Long Term Debt Interest/Expense	(19,946)	(19,817)	(129)	(94,428)	(99,085)	4,657	(237,800)
Total Non-Operating Revenues/(Expenses)	<u>(4,690)</u>	<u>(18,817)</u>	<u>14,127</u>	<u>115,981</u>	<u>(94,085)</u>	<u>210,066</u>	<u>801,400</u>
Income (Loss) before Transfers	527,458	(1,692,678)	2,220,136	5,895,927	3,086,270	2,809,657	20,792,573
Transfers Out	(453,453)	(572,985)	119,532	(2,581,768)	(3,303,595)	721,827	(7,193,067)
Total Transfers	<u>(453,453)</u>	<u>(572,985)</u>	<u>119,532</u>	<u>(2,581,768)</u>	<u>(3,303,595)</u>	<u>721,827</u>	<u>(7,193,067)</u>
Change in Net Position	<u>\$ 74,005</u>	<u>\$ (2,265,663)</u>	<u>\$ 2,339,668</u>	<u>\$ 3,314,159</u>	<u>\$ (217,325)</u>	<u>\$ 3,531,484</u>	<u>\$ 13,599,506</u>



DENTON COUNTY TRANSPORTATION AUTHORITY

STATEMENT OF NET POSITION AS OF FEBRUARY 28, 2022 (UNAUDITED)

	February 28, 2022	January 31, 2022	Change
Assets			
Current Assets			
Cash & Cash Equivalents	\$ 66,828,738	\$ 59,275,637	\$ 7,553,101
Investments	12,108,865	12,108,865	-
Receivables	6,861,205	12,975,889	(6,114,684)
Prepaid Expenses	568,496	662,581	(94,084)
Inventory	705,270	717,705	(12,435)
Total Current Assets	87,072,574	85,740,676	1,331,898
Non-Current Assets			
Restricted Cash	684,109	684,025	84
Capital Assets:			
Land	17,394,147	17,394,147	-
Land Improvements	12,158,726	12,158,726	-
Machinery & Equipment	5,243,986	5,243,986	-
Vehicles	93,183,134	93,183,134	-
Computers & Software	1,791,431	1,791,431	-
Intangible Assets	16,997,155	16,997,155	-
Construction in Progress	3,597,355	3,539,507	57,848
Other Capital Assets, Net	251,986,070	251,986,070	-
Accumulated Depreciation	(101,032,898)	(100,087,099)	(945,799)
Total Non-Current Assets	302,003,216	302,891,083	(887,867)
Total Assets	389,075,790	388,631,759	444,031
Deferred Outflow of Resources			
Deferred Outflows Related to Pensions	421,130	421,130	-
Total Deferred Outflow of Resources	421,130	421,130	-
Liabilities			
Current Liabilities			
Accounts Payable	-	-	-
Accrued Liabilities and Other	1,083,299	1,759,100	(675,801)
Unearned Revenues	1,078,510	52,630	1,025,880
Interest Payable	94,428	74,482	19,946
Total Current Liabilities	2,256,237	1,886,211	370,026
Non-Current Liabilities			
Rail Easement Payable	800,000	800,000	-
Bonds Payable	21,265,000	21,265,000	-
Net Pension Liability	65,492	65,492	-
Total Non-Current Liabilities	22,130,492	22,130,492	-
Total Liabilities	24,386,729	24,016,703	370,026
Deferred Inflow of Resources			
Deferred Inflows Related to Pensions	152,490	152,490	-
Total Deferred Inflow of Resources	152,490	152,490	-
Net Position			
Net Investment in Capital Assets	283,862,326	283,862,326	-
Unrestricted	77,781,216	77,781,216	-
Change in Net Position	3,314,159	3,240,154	74,005
Total Net Position	\$ 364,957,701	\$ 364,883,696	\$ 74,005



NORTH TEXAS MOBILITY CORPORATION

CHANGE IN NET POSITION

MONTH AND YEAR TO DATE AS OF FEBRUARY 28, 2022

(UNAUDITED)

Description	Month Ended February 28, 2022			Year to Date February 28, 2022			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expenses							
Salary, Wages and Benefits	\$ 429,822	\$ 523,749	\$ 93,927	\$ 2,385,586	\$ 3,050,861	\$ 665,275	\$ 6,590,242
Outsourced Services and Charges	48,041	37,326	(10,715)	190,374	190,840	466	452,892
Materials and Supplies	86	150	64	126	818	692	1,936
Insurance	(24,754)	7,635	32,389	3,172	35,911	32,739	89,337
Employee Development	258	4,125	3,867	2,509	25,165	22,656	58,660
Total Operating Expenses	<u>453,453</u>	<u>572,985</u>	<u>119,532</u>	<u>2,581,768</u>	<u>3,303,595</u>	<u>721,827</u>	<u>7,193,067</u>
Income (Loss) before Transfers	(453,453)	(572,985)	119,532	(2,581,768)	(3,303,595)	721,827	(7,193,067)
Transfers In	<u>453,453</u>	<u>572,985</u>	<u>(119,532)</u>	<u>2,581,768</u>	<u>3,303,595</u>	<u>(721,827)</u>	<u>7,193,067</u>
Total Transfers	<u>453,453</u>	<u>572,985</u>	<u>(119,532)</u>	<u>2,581,768</u>	<u>3,303,595</u>	<u>(721,827)</u>	<u>7,193,067</u>
Change in Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



NORTH TEXAS MOBILITY CORPORATION

STATEMENT OF NET POSITION
AS OF FEBRUARY 28, 2022
(UNAUDITED)

	February 28, 2022	January 31, 2022	Change
Assets			
Cash & Cash Equivalents	\$ 160,591	\$ 147,606	\$ 12,985
Receivables	-	-	-
Prepaid Expenses	48,871	55,853	(6,982)
Total Assets	<u>209,462</u>	<u>203,459</u>	<u>6,004</u>
Liabilities			
Accounts Payable	-	-	-
Accrued Liabilities and Other	209,462	203,459	6,004
Total Liabilities	<u>209,462</u>	<u>203,459</u>	<u>6,004</u>
Net Position			
Change in Net Position	-	-	-
Total Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

DENTON COUNTY TRANSPORTATION AUTHORITY CAPITAL PROJECTS BUDGET REPORT

AS OF FEBRUARY 28, 2022

Capital Project Number/Name	Project Budget	February 2022 Actuals Booked	Actuals Life To Date	\$ Under/ (Over) Budget	% of Budget (As of February 2022 Close)
Construction Work in Progress					
G&A Capital Projects					
Total 10302 · Infrastructure Acquisition	\$ 3,251,990	\$ -	\$ 2,617,009	\$ 634,981	80%
Total 10404 · Backup Infrastructure Upgrade	45,000	-	-	45,000	0%
Total 10702 · Transportation Reinvestment Program - FY21 <i>Close-Out to Operating Expense</i>	100,000 (18,557)	16,349	52,121 (18,557)	47,879	52%
Net Remaining · Transportation Reinvestment Program - FY21	81,444	16,349	33,565	47,879	
Total 10702.1 · Transportation Reinvestment Program FY21 - Denton <i>Close-Out to Operating Expense</i>	3,424,946 (5,173)	93	5,682 (5,173)	3,419,264	0%
Net Remaining · Transportation Reinvestment Program FY21 - Denton	3,419,773	93	509	3,419,264	
Total 10702.2 · Transportation Reinvestment Program FY21 - Highland Village <i>Close-Out to Operating Expense</i>	379,591 (2,358)	-	2,358 (2,358)	377,233	1%
Net Remaining · Transportation Reinvestment Program FY21 - Highland Village	377,233	-	-	377,233	
Total 10702.3 · Transportation Reinvestment Program FY21 - Lewisville <i>Close-Out to Operating Expense</i>	3,837,597 (3,710)	-	3,987 (3,710)	3,833,610	0%
Net Remaining · Transportation Reinvestment Program FY21 - Lewisville	3,833,887	-	278	3,833,610	
Total 10703 · Transportation Reinvestment Program - FY22	100,000	-	-	100,000	0%
Total 10703.1 · Transportation Reinvestment Program FY22 - Denton	3,074,578	-	-	3,074,578	0%
Total 10703.2 · Transportation Reinvestment Program FY22 - Highland Village	324,900	-	-	324,900	0%
Total 10703.3 · Transportation Reinvestment Program FY22 - Lewisville	3,619,951	-	-	3,619,951	0%
Total G&A Capital Projects	18,128,756	16,441	2,651,360	15,477,396	15%
Bus Capital Projects					
Total 50307 · Major Maintenance - Bus 2022	179,530	-	-	179,530	0%
Total 50411 · Integrated Fare Payment	600,000	-	-	600,000	0%
Total 50412 · Bus OMF Network Video Recorder	26,000	-	-	26,000	0%
Total 50413 · DDTC Rail Fiber Extension	125,000	-	-	125,000	0%
Total Bus Capital Projects	930,530	-	-	930,530	0%
Rail Capital Projects					
Total 61406.1 · Positive Train Control Implementation <i>Close-Out to Capitalized Assets</i>	16,720,141 (16,022,566)	4,247	16,114,639 (16,022,566)	605,502	96%
Net Remaining · Positive Train Control Implementation	697,575	4,247	92,073	605,502	
Total 61406.2 · Positive Train Control Enhancements	5,000,000	-	148,180	4,851,820	3%
Total 61605 · Brownfield Remediation <i>Close-Out to Operating Expenses</i>	420,000 (366,448)	37,159	403,607 (366,448)	16,393	96%
Net Remaining · Brownfield Remediation	53,552	37,159	37,159	16,393	
Total 61723.1 · Canopy Repairs 2021 <i>Close-Out to Operating Expenses</i>	486,127 (65,055)	-	175,476 (65,055)	310,651	36%
Net Remaining · Canopy Repairs 2021	421,072	-	110,421	310,651	
Total 61724 · Major Maintenance-Rail 2022	1,836,442	-	558,162	1,278,280	30%
Total Rail Capital Projects	8,008,641	41,406	945,995	7,062,646	12%
Total Construction Work in Progress	\$ 27,067,926	\$ 57,848	\$ 3,597,355	\$ 23,470,571	13%



Board of Directors Memo

March 24, 2022

SUBJECT: Consider Appointments to the North Texas Mobility Corporation (NTMC) Board of Directors

Recommendation

Staff recommends the Board approve the appointment of Paul Cristina to replace Raymond Suarez, and David Gaines to replace Sara Hensley on the NTMC Board of Directors, effective April 1, 2022.

Background

The North Texas Mobility Corporation was created in 2019 for the purpose of aiding, assisting, and acting on behalf of the Denton County Transportation Authority in financing, constructing, owning, managing and operating regional mobility services on behalf of DCTA, and to perform other governmental purposes as determined from time to time by DCTA.

Article VI of the Certificate of Formation for the NTMC dictates the number and method by which Board Members are appointed to serve on the NTMC Board of Directors. Article 6.03 of the Certificate of Formation states the Denton County Transportation Authority shall appoint one Director who shall at all times during the term of office be serving as the Chief Executive Officer or similar position for the Authority and four Directors who shall at all times during the term of office be a member of the DCTA Board or resident of Denton County, Texas.

Section 6.06 states that any vacancies on the Board that occur before the end of a Director's term shall be filled in the same manner as appointments made pursuant to Section 6.03.

Previous Board Activity & Action

There has been no previous action on this item.

Identified Need

On Monday, March 7, 2022, the DCTA Board of Directors accepted the resignation of CEO Raymond Suarez effective March 31, 2022, and appointed Deputy CEO, Paul Cristina, Interim CEO, effective April 1, 2022. On March 10, 2022, Denton City Manager Sara Hensley submitted her notice of resignation from the NTMC, requesting Denton Assistant City Manager, David Gaines, be appointed as her replacement. As of April 1, 2022, there will be two vacancies on the NTMC Board, which, per the Certificate of Formation, must be filled by the DCTA Board of Directors.

Financial Impact

There is no financial impact.

Exhibits

Exhibit 1: Letter of Resignation from Sara Hensley

Exhibit 2: Resolution R22-05

Submitted By: _____
Brittney Farr, Director of Government Relations



TO: DCTA Board

FROM: Sara Hensley, City Manager

RE: **NTMC Resignation**

DATE: March 10, 2022

DCTA Board:

I am resigning my position as a representative of the NTMC Board from the City of Denton, Texas. I recommend David Gaines; Deputy City Manager take my place. I have enjoyed working with the fellow board members and the support given to me by the DCTA staff. With my new responsibilities as City Manager, I am positive David will provide excellent service in as the new representative.

Thank you,

Sara Hensley
City Manager
City of Denton

**DENTON COUNTY TRANSPORTATION AUTHORITY
RESOLUTION NO. R22-_____**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY APPOINTING DAVID GAINES AND PAUL CRISTINA AS MEMBERS OF THE BOARD OF DIRECTORS FOR THE NORTH TEXAS MOBILITY CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VI of the Certificate of Formation for the North Texas Mobility Corporation (“NTMC”), the Denton County Transportation Authority Board of Directors shall appoint the Board of Directors for NTMC;

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

SECTION 1. David Gaines and Paul Cristina are hereby appointed as members of the Board of Directors of the North Texas Mobility Corporation.

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 24TH DAY OF MARCH, 2022.

APPROVED:

Cesar Molina, Chair

ATTEST:

Dianne Costa, Secretary
(03-18-2022:TM 128511)

Board of Directors Memo

March 24, 2022

SUBJECT: Consider Approval of an Award of Contract to EAN Holdings, LLC DBA Commute with Enterprise for Commuter Vanpool Program Services

Recommendation

Staff recommends the Board approve the award and authorize the CEO to execute a contract with EAN Holdings, LLC DBA Commute with Enterprise for Commuter Vanpool Program Services beginning May 19, 2022.

Background

DCTA accepted competitive sealed proposals for the Management and Operations of the Commuter Vanpool Program. The vanpool program is intended to provide Denton County residents with an additional viable alternative to single-occupancy vehicle commuting. Vanpools will range in size from 7 to 15 passengers and operate along routes not currently served by DCTA or other regional transit or vanpool service providers. The existing contract for this service expires May 18, 2022, so a Request for Proposal (RFP) was released on January 7, 2022, on BidSync for Commuter Vanpool Program Services. DCTA received one (1) response on February 7, 2022. Staff reviewed the proposal based on qualifications and experience, scope of work, project approach, program management plan, DEB utilization and overall cost. The following company submitted a proposal:

- EAN Holdings, LLC DBA Commute with Enterprise

After reviewing the proposal, the evaluation committee determined EAN Holdings, LLC DBA Commute with Enterprise to be qualified.

The initial term of the agreement is three (3) years with the option to extend for three (3) additional one (1) year terms. The initial term will commence on May 19, 2022, through and including May 18, 2025.

Previous Board Activity & Action

January 27, 2022: Board Meeting Informational Item

Identified Need

The DCTA Commuter Vanpool Program Services provides Denton County residents and employees with an additional viable alternative to single-occupancy vehicle commuting and operate along routes not currently served by DCTA or other regional transit providers.

Financial Impact

The cost for the service is incorporated within the FY2022 Budget. The Commuter Vanpool Program is funded by Transportation Program - Metro Mobility (STP-MM) grant funds, split 35 percent Federal and 65 percent locally. The local match for this program is paid for by the vanpool participants. This is ultimately a zero-cost program for DCTA. With the dissolution and redistribution of the DART vanpool program, North Central Texas Council of Governments (NCTCOG) will be reassessing the funding disbursement for the vanpool program as well to assist with offsetting any impacts to DCTA and Trinity Metro's budgets. DCTA currently has \$291,852 in grant funds available for the current fiscal year to cover the program and new funding will be issued through NCTCOG to continue to support the program. The overall contract is estimated at \$1,698,043 over the initial three-year term.



Exhibits

Exhibit 1: Solicitation 22-01

Exhibit 2: Evaluation Consensus Average

A handwritten signature in black ink that reads "Rusty Comer". The signature is written in a cursive style with a large, looping "R" and a trailing "er" at the end.

Submitted By: _____
Rusty Comer, Senior Manager of Mobility Services

A handwritten signature in black ink that reads "Geri Osinaike". The signature is written in a cursive style with a large, looping "G" and a trailing "e" at the end.

Final Review: _____
Geri Osinaike, Senior Procurement Specialist

Solicitation 22-01

Commuter Vanpool Program Services

Bid Designation: Public



Denton County Transportation Authority

Bid 22-01

Commuter Vanpool Program Services

Bid Number **22-01**
Bid Title **Commuter Vanpool Program Services**

Bid Start Date **Jan 7, 2022 5:03:58 PM CST**
Bid End Date **Feb 7, 2022 4:00:00 PM CST**
Question &
Answer End Date **Jan 27, 2022 2:00:00 PM CST**

Bid Contact **Geraldine Osinaike**
gosinaike@dcta.net

Bid Contact **Brandy Hazel**
Manager of Contracts and Procurement
bhazel@dcta.net

Contract Duration **3 years**
Contract Renewal **3 annual renewals**
Prices Good for **90 days**

Bid Comments **DCTA seeks to continue to operate the Commuter Vanpool Program in partnership with a private vanpool provider. DCTA seeks fixed-rate proposals from qualified firms to provide vehicles and fleet management services for the operation of DCTA's Commuter Vanpool Program. The DCTA Commuter Vanpool Program provides Denton County residents and employees with an additional viable alternative to single-occupancy vehicle commuting. Vanpool vehicles range in size from 8 to 15 passengers and operate along routes not currently served by DCTA or other regional transit providers.**

Added on Jan 14, 2022:

Addendum 1 has been issued, review the changes and ATTACHMENT A-1.

Added on Jan 25, 2022:

Addendum 2 has been issued. Review Attachment B Price Proposal Revised and Q&A.

Added on Feb 2, 2022:

Addendum 3 has been issued. The due date/time to submit proposals has been changed from February 3, 2022, proposals are due February 7, 2022, at 4:00 pm CST, extended due to inclement weather.

Added on Feb 4, 2022:

Addendum 4 has been issued. Proposals are due February 7, 2022, at 4:00 CST.

Addendum # 1

New Documents **Addendum 1.pdf**
ATTACHMENT A-1 Requested Logs.pdf

Changes were made to the following items:

Price Proposal

Addendum # 2

New Documents **Addendum 3.pdf**
RFP 22-01 Vanpool Services revised.pdf



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION No./TYPE	22-01		
TITLE	Commuter Vanpool program		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	N/A	PRE BID/PROPOSAL MEETING LOCATION	N/A
QUESTIONS DUE	January 24, 2022 by 11:00 am CST	RESPONSES TO QUESTIONS RELEASED	January 27, 2022 by 2:00 pm CST
DUE DATE/TIME	February 7, 2022 at 4:00 pm CST February 3, 2022 at 4:00 pm CST		
QUESTIONS/ CLARIFICATIONS	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to Periscope S2G no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO	Geri Osinaike procurement@dcta.net or submitted via Periscope S2G at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>1. Prior to the time and date indicated above, it is preferred, that all proposals be received electronically at www.bidsync.com</p> <p>2. Prior to the time and date indicated above, proposal packages must be hand-delivered or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Geri Osinaike SOLICITATION #22-01 Lewisville, Texas 75057</p> <p>Proposal packages received after the due time and date shall not be considered and will be returned unopened. All proposals shall be submitted in a sealed package with the company name and RFP number clearly marked on the outside. <u>The price proposal will be sealed in a separate envelope marked with the Price Proposal and the Proposers company name.</u> The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
ACCEPTANCE PERIOD	PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net		
DBE GOAL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
DAVIS-BACON AND COPELAND ANTI-KICKBACK	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
CERTIFIED PAYROLL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
BID/PROPOSAL ENDORSEMENT	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
BUSINESS NAME			
CONTACT NAME		TITLE	
TELEPHONE		EMAIL	
ADDRESS			
SIGNATURE			DATE



January 14, 2022

ADDENDUM NO. 1

RFP 22-01

Commuter Vanpool Program

Changes:

1. Section 3, AGENCY BACKGROUND, change in red.
2. Section 5, OBJECTIVES OF THE COMMUTER VANPOOL PROGRAM, change in red.
3. Attachment A, all 3 sheets of the Excel workbook have been uploaded as a PDF, ATTACHMENT A-1 Requested Logs.

Addendum 1 Attachments:

ATTACHMENT A-1 Requested Logs

Addendum must be acknowledged below and returned with the bid submittal. The underlined and/or red text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.

Sign here

Geraldine Osinaike

Geri Osinaike
Senior Procurement Specialist

Acknowledged by: _____ Date: _____
Firm/Representative



January 25, 2022

ADDENDUM NO. 2

RFP 22-01

Commuter Vanpool Program

Changes:

Attachment B Price Proposal, is replaced by Attachment B Price Proposal Revised changes in red.

Questions & Answers:

All questions posed by Vendors, along with the respective answers, are attached. Please refer to page 3 of this document.

Addendum 2 Attachments:

Attachment B Price Proposal Revised

Addendum must be acknowledged below and returned with the bid submittal. The underlined and/or red text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.

Geri Osinaike

Geri Osinaike
Senior Procurement Specialist

Acknowledged by: _____ Date: _____
Firm/Representative



February 2, 2022

ADDENDUM NO. 3

RFP 22-01

Commuter Vanpool Program

Changes:

1. The due date/time to submit proposals has been changed from February 3, 2022, proposals are due February 7, 2022, at 4:00 pm CST, extended due to inclement weather.
2. RFP 22-01 Vanpool Services is deleted and replaced by RFP 22-01 Vanpool Services revised changes in red.

Addendum 3 Attachments:

RFP 22-01 Vanpool Services revised

Addendum must be acknowledged below and returned with the bid submittal. The underlined and/or red text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.

Geri Osinaike

Geri Osinaike
Senior Procurement Specialist

Acknowledged by: _____ Date: _____
Firm/Representative

February 4, 2022

ADDENDUM NO. 4

RFP 22-01

Commuter Vanpool Program

Changes:

1. Solicitation Overview and Endorsement page: Changes are posted in red font
 - a. Due date/time to submit proposals has been changed from February 3, 2022, to February 7, 2022, at 4:00 pm CST. This change was prompted due to inclement weather.
2. Section 3, AGENCY BACKGROUND, change in red.
3. Section 5, OBJECTIVES OF THE COMMUTER VANPOOL PROGRAM, change in red.
4. RFP 22-01 Vanpool Services revised is deleted and replaced by RFP 22-01 Vanpool Services revised 2 changes in red.

Addendum 4 Attachments:

RFP 22-01 Vanpool Services revised 2

Addendum must be acknowledged below and returned with the bid submittal. The underlined and/or red text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.

Geri Osinaike

Geri Osinaike
Senior Procurement Specialist

Acknowledged by: _____ Date: _____
Firm/Representative

SCOPE OF WORK, TERMS AND CONDITIONS

1. CONTRACT

Submission of a proposal constitutes an offer to perform the work specified and to be bound by the terms contained or referenced herein. Upon acceptance of the offer, and upon award of the Contract to the successful offeror (if any), this procurement solicitation document (entitled "Request for Proposal") together with the completed and executed forms required herein, and all attachments hereto, together with the contract shall collectively constitute the Contract documents.

2. CONTRACT TERM

The initial term of the contract shall be for three (3) years, commencing on May 19, 2022, through and including May 18, 2025, with the option to renew for three (3) additional one (1) year terms through May 18, 2028 upon mutual agreement of both parties.

3. AGENCY BACKGROUND

About Denton County Transportation Authority (DCTA) is committed to improving mobility, air quality, economic development, and livability in the communities it serves. In collaboration with diverse stakeholders and partners, DCTA is a leader in advancing mobility initiatives to serve the ever-changing transit needs of riders. Formed in 2002 and funded in 2003, DCTA serves Denton, Collin, and Tarrant County with a total of **22 20** fixed bus routes, 21-mile A-train commuter rail line, on-demand, paratransit, and additional services. DCTA serves nearly 3 million passengers each year with connections to the Dallas Area Rapid Transit (DART) Green Line. To learn more about how DCTA is shaping the future of North Texas, visit RideDCTA.net.

4. PROGRAM DESCRIPTION

The Denton County Transportation Authority (DCTA), a county-wide transportation authority and political subdivision of the State of Texas, requests proposals for the operation of a Commuter Vanpool Program in Denton County.

The DCTA Commuter Vanpool Program provides Denton County residents and employees with an additional viable alternative to single-occupancy vehicle commuting. Vanpool vehicles range in size from 8 to 15 passengers and operate along routes not currently served by DCTA or other regional transit providers.

5. OBJECTIVES OF THE COMMUTER VANPOOL PROGRAM

- Provide Cost effective transportation services to commuters who are not in the traditional service area.
- Enhance the effectiveness of Vanpool initiatives in reducing vehicle miles traveled, traffic congestion, and air pollution in Denton County.
- Improve operating efficiencies of acquiring and retaining Vanpool participants.
- Maximize marketplace awareness and potential for Vanpooling initiatives present to area commuters, employers, and sponsors.
- Increase the leverage of available federal and local funds to maximize the long-term potential for Vanpooling in Denton County. **The Commuter Vanpool Program is funded 35% by Surface Transportation Program - Metro Mobility (STP-MM) grant funds and 65% locally which is funded by vanpool participants.**
- Expand the range of services provided by DCTA.

6. COMMUTER VANPOOL PROGRAM BACKGROUND

DCTA began the Commuter Vanpool Program in 2010 and has grown the program to sixty-five (65) vans traveling throughout Denton County. Current vanpools average about ninety-two (92) miles round trip commute mileage per day. Commute trips must originate in Denton County (Texas) for

Fares per rider are currently based on a percentage of the price of the van. Drivers can ride free if the vanpool group so chooses and have two hundred (200) miles for the personal use of the vehicle on evenings and weekends per month. DCTA is not committed to leasing any minimum number of vans. As a public agency, DCTA has tax-exempt status and is not subject to state, federal, or local taxes associated with the lease of vehicles.

7. SCOPE OF SERVICES

DCTA seeks to continue to operate the Commuter Vanpool Program in partnership with a private vanpool provider. DCTA seeks fixed-rate proposals from qualified firms to provide vehicles and fleet management services for the operation of DCTA's Commuter Vanpool Program.

8. OWNERSHIP AND OPERATION OF VANPOOL FLEET

DCTA does not wish to own, maintain, license, or insure vanpool vehicles. Proposers shall describe their capabilities to own, operate and support the van fleet for DCTA's Commuter Vanpool Program.

- 8.1 Proposers shall specifically address how the administration and costs of the items below will be handled.
 1. Vehicle provision for sourcing and inventory
 2. Vehicle delivery to vanpoolers
 3. Registration and licensing
 4. Title fees
 5. Insurance
 6. Maintenance
 7. Vans taken out of service
- 8.2 Proposers shall describe their capabilities to provide operational and vehicle support services for DCTA Commuter Vanpool Program, including but not limited to:
 1. Ability to guarantee the availability of current year, make, and model vehicles as demand increases or as needs arise for backup vehicles. Provide vans in a uniform color acceptable to DCTA.
 2. Manage printing and application of DCTA graphics on each new vehicle that is placed into service and replace any damaged graphics with a turnaround time designed to meet operational services. Proposers should specifically address how the costs of this would be covered.
 3. Provide vans equipped with running boards and reading lights for passenger convenience.
 4. Provide vans accommodating 8 and 15 passengers, including the make and model for each size of the van.
 5. Provide all vanpool shuttle services including, but not limited to, shuttles maintenance, vehicle switch-outs, switch-outs due to crashes/disabled vehicles, delivery to new drivers, and pick up of vans when a vanpool group has disbanded. Proposer and DCTA project manager may adjust turn around schedule and number of backup vehicles as needed.
 6. Previous experience with this type of program with other transportation authorities and/with a minimum of two or more years' experience is preferred.
 7. Proof of vehicle registration, licensing, title and insurance.
 8. Ability of the Proposer to provide DCTA with a vehicle\vanpool van at no additional charge to DCTA.

9. Indicate ability to provide wheelchair accessible vans, other ADA equipment for vans and the lead time for securing ADA accessible vans.

9. MAINTENANCE AND REPAIR OF VANS

9.1 Proposers shall describe

1. How they will ensure that the vanpool fleet is reliable and well-maintained. Proposers shall specifically address how maintenance and repairs will be scheduled and managed, how costs will be covered, and who will be responsible for taking vehicles in for maintenance and repair.
2. Who will provide maintenance and where the maintenance facilities will be located?
3. How emergency calls and/or repairs would be handled during the week, holidays and weekends.
4. How maintenance and repairs would impact vanpoolers. For example, would minor repairs such as windshield replacement be done where the van is parked? Would the contractor shuttle the vans to and from the site? Would the driver be required to take vehicles to a repair facility and, if so, would a loaner van be available when needed during repair or maintenance work?
5. Policies and schedule for replacing vehicles / life cycle. No van operating should be in excess of 100,000 miles or four years old, whichever comes first.
6. How any factory recall would be handled.
7. Indicate how maintenance records and receipts by van will be kept and reported to DCTA.
8. Address the policies for replacing vehicles (both temporarily and permanently).
9. Indicate the ability to provide a replacement van with seating capacity to accommodate all current participants of the vanpool within 45 minutes of notification by DCTA or the vanpool captain, in case of an emergency.
10. Address how any towing service will be handled when necessary and how the cost will be covered and by who. Indicate ability to provide 24-hour, 7-day/week emergency and towing assistance. This should include repair of flat tires, gas delivery, battery jumps, and lock-out services.

10. INSURANCE COVERAGE FOR PROPOSERS' VEHICLES

10.1 Proposers shall

1. Indicate how the cost of insurance will be charged to vanpoolers.
2. Indicate the type of coverage available and the amount of coverage. Insurance should be full coverage for vanpool vehicles and commuter groups and should include but not be limited to:
 - a. Automotive Liability (Preferred minimum of \$1,000,000 and \$1,500,000 for 15 passenger vehicles)
 - b. Uninsured Motorist – minimum statutory limits for the State of Texas
 - c. Collision Coverage
 - d. Comprehensive Coverage
3. Provide an estimate of the costs to vanpoolers for insurance described above.
4. Describe how insurance claims and repairs will be managed and who will be responsible for the administration of claims and repairs.

11. RECRUITMENT, USER AND ADMINISTRATIVE SERVICES**11.1** Proposers shall describe

1. Capability to provide matching and coordination services to fill seats in established vans or to match potential vanpoolers to a new van. Indicate lead time for placing a new vanpool group in a van.
2. How your matching software will work in conjunction with North Texas Central Texas Council of Governments NCTCOG's Try Parking It rideshare site. www.tryparkingit.com
3. Ability to provide experienced and trained personnel who are knowledgeable of the DCTA program and dedicated exclusively to providing administrative support to the DCTA Commuter Vanpool Program.
4. Ability to provide DCTA with ongoing vanpool marketing support. Describe the marketing support your firm will provide. Describe how your firm's marketing staff will work jointly with DCTA staff.
5. Ability to conduct meetings to allow Commuter Vanpool Program participants to form groups, participate in promotional events, fairs, and other activities to promote the expansion of the Commuter Vanpool Program. Describe what your firm will do.
6. Promotions or incentives that Proposer shall conduct or provide to expand the Commuter Vanpool Program at no cost to DCTA.
7. Ability to provide recruitment and screening services, perform driving record checks, and other background screening.
8. Capability to be the primary point of contact for prospective and established vanpoolers in the implementation of the driver selection and orientation program.
9. Vanpool group formation and the process of selecting drivers.
10. Driver and vanpoolers\rider responsibilities regarding fare payment and collection, vehicle care, and reporting.
11. How revocation or suspension of driver privileges will be handled if problems arise.
12. How customer service needs of established vanpoolers will be administered, and who will be the primary point of contact regarding customer service.
13. How administrative services will be performed, by paper, online or electronic forms. Describe the Proposer's capability to process driver and passenger forms, obtain driving records, credit checks where necessary. Forms required include vanpool application forms, volunteer driver agreement forms, accident report forms, reimbursement forms, and all other forms and documents necessary for the administration of the program.
14. Period of notice required for a driver or passenger to start the Commuter Vanpool Program or leave the program. Describe the process for placing new riders into existing vans. This period should not exceed 30 days in any of these cases.
15. How driver safety training will be conducted. Will a videotape, class, or online driver orientation be provided? Will this be required annually? Is this available as needed if driver complaints arise.

16. Training and information for vanpool drivers and passengers on the rules and operations of the vehicles that could be provided. This should be available in English, Spanish, and any additional languages to meet DCTA's Limited English Proficiency (LEP) obligations. See Attachment H DCTA Limited English Proficiency Plan or the website <https://www.dcta.net/about-dcta/projects-reports/limited-english-proficiency-plan> for the LEP obligations.
 17. Availability of staff contacts, both primary and a backup. Local staff coverage is expected at a minimum between 7 a.m. and 6 p.m. Central Time, Monday through Friday. The Proposer will provide cell phone, office phone, and email to DCTA project manager before the start of services and will update as needed.
 18. Availability of a toll-free number and/or website for use by vanpool participants and potential participants for administrative matters.
- 11.2 Describe contractor's ability to provide screening services, perform driving records checks and credit checks to Vanpool Captains/drivers, and driving record checks to alternates at a minimum of every three years to ensure that each vanpool captain and alternate co-captain meets the following minimums:
1. Must be at least 25 years of age.
 2. Must have five years of uninterrupted license driving experience.
 3. Must maintain a valid Texas driver's license.
 4. Must have; no at-fault accidents, no outstanding warrants for unresolved driving issues, and no more than one moving violation within the previous three years.
 5. Must not have any DWI/DUI or related convictions.
 6. Must never have been convicted of a felony.
 7. Must not have any health-related driving restrictions.

12. COVID-19 PROTOCOLS

Proposer shall provide an outline of the procedures and practices provided to vanpool participants regarding the use of face coverings and personal protective equipment to reduce the likelihood that vanpool participants contract or spread the novel coronavirus that causes COVID-19. These procedures and practices shall be consistent with all applicable guidance and information provided by the Centers for Disease Control and Prevention (CDC) and the Federal Transit Administration (FTA).

13. CUSTOMER SERVICE

When Proposer's performance fails to meet the expectations of passengers, DCTA will oversee and implement a process for working with passengers to reach a positive resolution. Typically, inquiries and complaints will come through DCTA within one (1) business day of the incident being reported. However, complaints may come from a variety of sources including DCTA staff or from the public directly. Throughout this process, the Proposer shall engage the complainant in a professional, constructive, and collaborative manner in order to reach a positive resolution.

- 13.1 Proposer shall design operating policies and practices around the following requirements intended to ensure passengers receive timely responses to their inquiries:
1. Preliminary Contact - Within one (1) business day of receiving the complaint from DCTA, Proposer may be required to contact the individual(s) and let him/her know that the Proposer has received and is investigating the complaint and will be working to resolve the specific and fundamental issues involved.

- 13.2 Final Contact - Communication to the passenger of formal responses, results of investigations, or action taken will be made to complainants in no more than five (5) business days. DCTA will be kept aware of the status of all complaints received through the regular updating of a complaint's resolution report. Proposer shall also conform to the following requirements:

1. Proposer will coordinate all inquiries or complaints received from individuals. DCTA will be kept aware of the status of all complaints received through the completion of a complaint log (see Attachment A Requested Logs). At a minimum, the log shall contain basic information about the complainant, day/time/route information, the issue, communications, status, and information on action taken/resolution.
2. When Proposer is contacted directly by passengers outside the DCTA process, Proposer shall be required to receive and respond to passenger/resident complaints in the same manner stipulated above but must also forward the information to DCTA for inclusion in the customer contact database. At any time, DCTA may direct Proposer to give priority to a certain complaint or type of complaint.

14. GUARANTEED/EMERGENCY RIDE HOME PROGRAM

Describe contractor's ability to provide and administer a Guaranteed/Emergency Ride Home (GRH) Program providing for the reimbursement of user's emergency transportation costs. Eligible uses for vanpoolers include, but are not limited to, unexpected overtime at a supervisor's request, personal or family illness or emergency, and unexpected departure of the vanpool.

The Guaranteed/Emergency Ride Home Program shall follow the guidelines outlined below:

14.1 Eligibility

1. Customer must be an active full-time member of DCTA's vanpool.
2. Customer must have utilized the DCTA Vanpool the day of the request.

14.2 Level of Service Available

1. DCTA vanpool participants may utilize the GRH Program during scheduled workdays at times which the van is not scheduled to operate.
2. Each customer may use the GRH Program up to four (4) times in a 12-month period.
3. DCTA will reimburse up to \$50 for each use.

14.3 Usage of Guaranteed Ride Home

1. Personal illness during normal work hours
2. Family emergency during normal work hours
3. Unscheduled, employer mandated overtime

14.4 Guaranteed Ride Home Restrictions

1. Getting to work
2. Traveling between worksites
3. Scheduled meetings or doctor's appointments
4. Trips to the hospital in place of ambulance service
5. Weather, including snow or act of nature
6. Any other non-emergency trip during normal work hours

15. FINANCIAL ADMINISTRATION AND BILLING

All costs of operating and maintaining the Commuter Vanpool Program must be covered by fare revenue and predetermined subsidies per vehicle.

DCTA will provide no other funding for the Commuter Vanpool Program. The exact amount of the fare subsidy, if any at all, is defined annually by mutual agreement between the (NCTCOG) and DCTA. DCTA does not guarantee that any fare subsidies will be provided, and subsidies may be terminated or reduced at any time.

DCTA will not be responsible for collecting fares or covering the cost of any uncollected fares. DCTA will not be responsible for any costs associated with operating or maintaining the Commuter Vanpool Program.

15.1 Proposers shall describe

1. Process for accepting, recording, and tracking vanpooler fare payments.
2. The billing schedule established vanpoolers and new vanpoolers.
3. The schedule for invoicing DCTA for fare subsidies.
4. Capability of the contractor to provide financial management, record keeping, accounting, and reporting of the status of payments of vanpool participants, as well as the status of any collection efforts.
5. Capability of the contractor to support an automatic payment system for vanpool participants.

16. DATA COLLECTION AND REPORTING

16.1 Proposers shall describe

1. Ability to maintain a current database on all vans, drivers, and passengers, including
 - a. Current vans in operation
 - b. Current van drivers and passengers
 - c. Contact information for all passengers and drivers
 - d. Origination and destination locations for each van
 - e. Number of riders for each van
 - f. Number of empty seats for each van
 - g. Number of commuter days per month
 - h. Daily round trip miles
 - i. Daily passenger count
2. Ability to provide DCTA with a list of all active vanpools that includes the origin and destination of the vanpool, the number of riders and empty seats, the daily round trip miles, number of commute days per month, the primary driver's name and email address, and the names and email addresses of all vanpool passengers. This report must be provided to DCTA at no additional expense, on a monthly basis. Proposer shall provide all reports as needed based on the reporting cycle, to be determined by the DCTA project manager.
3. Ability to provide a monthly fleet activity report that lists all vanpool starts (by van ID number and driver), vanpool terminations (by van ID number and driver), driver switches (by van ID number and driver), van switches (by van ID number and driver) and lists all vans that are out of service (by van ID number). The report should also provide a summary that shows the total number of vans in service, the total number of vans out of service, the total number of vans in the fleet, total number of active riders, total seating capacity of the active fleet, and capacity utilization as a percent of total seating capacity. Finally, the report must summarize all administrative and sales activities for the month. The report must be provided to DCTA at no additional expense.

4. Capability to provide sampled data reports or other information for monthly analysis and reporting to the DCTA Board, National Transit Database (NTD), FTA, and (NCTCOG).
- 16.2 Capability to provide status updates on the groups in the program on a monthly basis including, but not limited to, additions or removal of a group, a change in van size, or a change in vanpool captain.
- 16.3 Proposer shall demonstrate their capability to collect, validate, document, summarize and provide NTD data from riders and other sources as necessary to meet NTD monthly and annual reporting requirements. These reports may include route, vehicle and ridership data, cost data, service and schedule data, financial data, and any other data that may be required for NTD or by DCTA to support NTD reporting. Contractor shall utilize processes for gathering and documenting data required for NTD on a continuous basis.
- 16.4 Proposer shall demonstrate their capability to provide reporting. Contractor is responsible for remaining up to date on the FTA's NTD reporting requirements. For example, FTA grantees have three options for reporting passenger mile data, two of which involve sampling and one a 100% count. The current version of FTA Circular 2710.1A describes both the sampling procedures and the 100% count, and a process for ensuring that any samples are randomly selected and meet sample size requirements.

The data required includes but is not limited to

 1. Maximum number of vehicles in service
 2. Maximum number of vehicles available for service
 3. Revenue Miles
 4. Revenue Hours
 5. Total Miles
 6. Fuel Consumption by Type
 7. Major Mechanical Systems Failures
 8. Minor Mechanical Systems Failures
 9. Provide status updates on the vanpool groups monthly (see Attachment G Current Vanpool Group
 10. The NTD definitions of these data elements are provided online at: <https://www.transit.dot.gov/ntd/national-transit-database-ntd-glossary>.

17. SERVICE CONTINUITY

- 17.1 The Proposer should recognize that the services under this Agreement are vital to DCTA and therefore must be continued without interruption. As such, upon the expiration of this, or any other related agreement, a successor, another Proposer, or DCTA may continue to provide these services.
- 17.2 Proposer agrees to cooperate in effecting an orderly and efficient transition to a successor. Proposer should, upon DCTA's written notice:
 1. Furnish phase-in, phase-out services for up to 60 days after this Agreement expires.

2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required to ensure a smooth transition and continuity of services.
 - a. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to DCTA's approval.
- 17.3 Proposer shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this agreement are maintained at the required level of proficiency.

The current contract for the commuter Commuter Vanpool Program will expire on May 18, 2022.

GENERAL TERMS AND CONDITIONS

1. CANCELLATION

The DCTA reserves the right to cancel this RFP or cancel the award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in DCTA's best interest. In no event shall the DCTA have any liability for the cancellation of award. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

2. EVALUATION AND AWARD OF CONTRACT

The Owner reserves the right to reject any and all proposals, to waive any and all informalities except for the time of submission of the Proposal and to negotiate contract terms with the Successful Proposer. The Owner also reserves the right to reject all nonconforming, non-responsive, unbalanced or conditional Proposals. Also, the Owner reserves the right to reject the Proposal of any Proposer if the Owner believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive, or the Proposer is unqualified or has doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Proposals, the owner will consider the qualifications of the Proposers, whether or not the Proposals comply with the prescribed requirements, unit prices, completion time, and other data, as may be requested in the Proposal form or prior to the Notice of Award.

Because offers can at times be ambiguous, DCTA reserves the right to request additional information before making an award. DCTA also reserves the right to seek clarification from any proposer or offeror about any statement in its proposal that DCTA finds ambiguous.

The Owner may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as requested by the Owner:

The Owner may consider its past experience with the Proposer and any Subcontractors, Suppliers or other persons or organizations proposed to perform any portions of the Work, and the Owner reserves the right to reject any and all proposals from persons or organizations with whom the Owner has previously experienced problems including but not limited to issues relating to performance, workmanship, and disputes or litigation.

The Owner may conduct such investigations as the owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial stability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.

If contract is to be awarded, it will be awarded to the best qualified Proposer whose evaluation by the Owner indicates to the Owner that the award will be in the best interests of the DCTA. DCTA may award the contract to a single supplier, affording DCTA the improved cost effectiveness as well as one stop shopping. If determined to be in the best interest of DCTA, it reserves the right to award to multiple proposers.

3. ADDENDUM

The contents of all addendums sent to proposer are to be incorporated in the RFP documents and will become part of the contract documents.

4. PROOF OF INSURABILITY

Proposer must submit proof of insurability with their proposal. Proof of insurability can be in the form of a letter from the Proposer's insurance provider stating the provider's commitment to insure the Proposer for the types of coverages and levels of coverages specified in this RFP.

5. CONFIDENTIALITY

It is in the public interest for the DCTA to receive as many proposals as possible. The DCTA acknowledges the possible confidential nature of any aspect of the proposal including the cost or price information requested by the Request for Proposals, and the DCTA obliges itself in good faith not to disclose any page of the proposal containing information which the Proposer clearly marks as confidential during the evaluation process. After contract award, disclosure of information shall be made only in accordance with Texas law and applicable Federal requirements.

6. TAXES

DCTA is tax exempt and shall furnish the successful proposer with the necessary tax exemption certificate.

7. INDEMNIFICATION

DCTA SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST DCTA, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "DCTA") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF DCTA. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS DCTA FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF DCTA). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST DCTA IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM DCTA, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO DCTA. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

CONTRACTOR SHALL INDEMNIFY DCTA FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY CONTRACTOR ARE NOT AUTHORIZED TO WORK IN THE UNITED STATES.

By the execution and submission of this proposal, proposer acknowledges proposer has read and does comply with all terms and conditions, clauses and requirements contained herein.

8. PAYMENT

DCTA shall pay the PROPOSER, upon the submission of proper invoices. Unless otherwise specified in this contract, payment shall be made within thirty (30) days of receipt of a complete and correct invoice in compliance with Texas Government Code 2251.030.

Proposer's invoices for the services rendered shall be emailed to the following e-mail address:

accountspayable@dcta.net

9. ASSIGNMENT

The successful proposer shall not assign, sell, transfer or convey the agreement completely or in part, without the prior written consent of DCTA.

10. VENUE

The agreement will be governed and construed according to the laws of the State of Texas; and venue for any action concerning this contract shall be in Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

11. INDEPENDENT CONTRACTOR

It is understood and agreed by and between the parties, that successful proposer, in satisfying conditions in this contract, is acting independently, and that DCTA assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by successful proposer pursuant to this contract shall be in the capacity of an independent proposer, and not as an agent or employee of DCTA. Successful proposer shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this contract.

12. TERMINATION / DISPUTE RESOLUTION

Termination for Convenience of DCTA

DCTA may terminate all or part of this Contract upon determining that termination is in the public interest. Termination under this Article shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this provision, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed before termination, and to payment for all reasonable Contract close-out costs including reasonable profit to include materials purchased and work performed. Within thirty (30) days after termination pursuant to this provision, Contractor shall submit an itemized invoice for all un-reimbursed Contract work completed before termination and all Contract close-out costs actually incurred by Contractor. DCTA shall not be liable for any costs invoiced later than thirty (30) days after termination notice. Contractor is not entitled to any alleged lost profit on work not performed but which would have been performed had this Contract not been terminated.

Termination for Default

If the Contractor refuses or fails to properly prosecute or perform the work or any separable part, with the diligence and good workmanship that will ensure its completion and acceptance within the time specified in this Contract including any extension, or fails to complete the work within this time, DCTA may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or not performed in a good workmanship like manner. In this event, DCTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, reports, schedules, appliances, or other work product necessary for completing the work. The Contractor and its sureties shall be liable for any damage to DCTA resulting from the Contractor's refusal or failure to complete the work within the specified time or not performed in a good workmanship like manner, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DCTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this Article, if:

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of another Contractor in the performance of a contract with DCTA, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Project Manager), notifies the Project Manager in writing of the causes of delay. The Project Manager shall ascertain the facts and the extent of delay. If, in the judgment of the Project Manager, the findings of fact warrant such action, the time for completing the work shall be extended with an appropriate Contract amendment, the right to proceed terminated or no action taken by the Project Manager. The findings of the Project Manager shall be final and conclusive on the parties, but subject to Claims.
- (3) The Contractor cures such failures to perform within 10 calendar days (or more if authorized in writing by the Project Manager) after receipt of the notice of default.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of DCTA.

Termination of Force Majeure

To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties' control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Disputes

Performance During Dispute – Unless otherwise directed by DCTA, contractor shall continue performance under this contract while matters in dispute are being resolved. Further, DCTA shall pay contractor for any undisputed work performed by contractor prior or during the resolution of the matters in dispute.

13. PROTEST PROCEDURES

Protests relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

14. ADMINISTRATIVE REMEDIES

Denton County Transportation Authority reserves the right to accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award the Contract in the best interest of the DCTA.

By submission of a proposal in response to this solicitation, the Proposer agrees to exhaust its administrative remedies under DCTA's Procurement Regulations or Disputes Clause of any resulting contract prior to seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any related contract. Protests relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

15. OPEN RECORDS

All responses submitted to DCTA become the property of DCTA and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of that Act. In no event shall DCTA, or any of its agents, Representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the RFB.

If a firm/individual has special concerns about information that it desires to make available to DCTA, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate each page of that information, which the Proposer believes, should not be disclosed outside DCTA. Disclosure of requested information will be subject to the Texas Public Information Act.

16. CONTRACT

The successful Proposer will be required to execute a contract prepared and approved by DCTA General Counsel.

17. PROHIBITION OF BOYCOTT ISRAEL

Company verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES

DCTA is prohibited from entering into a contract with a company that does business with Iran, Sudan, or a foreign terrorist organization.

19. PROHIBITION OF BOYCOTT ENERGY COMPANIES

Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

20. PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS.

Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

21. RELATIONSHIP AND WORK IN GENERAL

Contractor, an independent contractor, covenants and agrees to perform for the stated compensation, all of the services described in Scope of Work, Terms and Conditions of this Contract. Contractor agrees to complete the work in a professional and workmanlike manner with a high degree of care to ensure the accuracy and timeliness thereof.

22. ASSIGNMENT OF PERSONNEL

Contractor agrees to assign qualified staff members including a Project Manager who shall be responsible for the task administration and work performance.

23. EMPLOYMENT OF PERSONNEL

Contractor agrees to employ, at its own expense, all personnel required in performing the services under this contract. Personnel employed by Contractor shall not be employees of, nor have any contractual relationship with DCTA. All personnel engaged in the work shall be fully qualified and shall be authorized or licensed to perform such work as required.

24. EMPLOYMENT OF VETERANS

Applicable to capital projects only-Contractor shall provide a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under this contract. This shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

25. USE OF SUBCONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

No work or services under this Contract shall be subcontracted without the prior written approval of DCTA. DCTA reserves the right to reject any subcontractors proposed to be utilized on this project.

26. DBE SUBCONTRACTS

If DBE subcontractors are utilized to perform under this contract the contractor must make available to DCTA copies of all DBE subcontracts upon request. The subcontractor shall ensure that all subcontracts or agreements with the Prime to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26.55.

27. INSPECTION OF WORK

DCTA shall have the right to review and inspect the progress of the work described herein at all times.

28. COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. All reports, maps, and other documents produced under this contract shall become the property of DCTA. The Contractor shall, at its expense, defend all suits or proceedings instituted against DCTA and pay any award of damages assessed against DCTA in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right.

29. PROPRIETARY RIGHTS

Contractor agrees not to release data or information about the results of the project to any person outside of DCTA without first obtaining written authorization to release such information from DCTA.

30. OWNERSHIP OF DOCUMENTS

The parties agree and understand that any and all documents produced under this Contract are the sole and exclusive property of DCTA and DCTA retains ownership of all such documentation including, but not limited to, studies, plans, specifications, intellectual property and all related documents. To the extent necessary, CONTRACTOR HEREBY ASSIGNS AND TRANSFERS ANY AND ALL COPYRIGHTS TO DCTA.

31. MAINTENANCE OF RECORDS

Proposer must maintain records to show actual time involved in performance of the Work.

32. CHANGES BY CONTRACTOR

If, during the performance of Work under the Contract, the Contractor finds it impracticable to comply strictly with the specifications, the Contractor will notify the DCTA Project Manager and Procurement Manager immediately in writing.

33. WRITTEN ACCEPTANCE BY DCTA

Any proposals by Contractor that vary or add to this Contract shall be construed as additional terms or modifications and shall not become part of the Contract unless accepted in writing, by DCTA.

34. CHANGE ORDERS / CONTRACT MODIFICATIONS

All requests for changes in the work must be submitted in writing to the DCTA Project Manager. Changes shall be made only with the prior approval DCTA and only by appropriate written Change Order or Contract Modification as appropriate. The Procurement Manager may, at any time, by a written Change Order or Contract Modification, and without notice to the Surety (if any), make changes within the general scope of this Contract. If the change affects the Contractor's costs, then the Procurement Manager shall also make an equitable adjustment in the Contractor's compensation.

35. WHOLE AGREEMENTS

The Contract constitutes the whole of the agreement between the parties hereto and neither thereof has been induced to make or enter into the Contract by reason of any promise, agreement, representation, statement, or warranty other than contained herein.

36. PARTIAL INVALIDITY

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

37. TITLES AND HEADINGS FOR CONVENIENCE ONLY

As used throughout this Contract, titles and headings of sections are for convenience only, and shall not be used to aid in interpretation of the provisions contained herein.

38. COMPENSATION

The proposer shall be compensated for work in performance of the contract and per the agreed upon fees. The proposer shall include as part of his invoice a list of all subcontractors and the amounts to be paid to each of the subcontractors from this invoice. DCTA will require specific payment reporting criteria for all payments made to subcontractors and will provide additional information and forms upon selection as the awarded firm.

39. PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Denton County Transportation Authority. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts and must be included in contracts between the Denton County Transportation Authority, the prime contractor, subcontracts and sub-recipients.

40. RETAINAGE

The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts.

41. MINORITY OWNED FINANCIAL INSTITUTIONS

In accordance with the requirements of 49 CFR Part 26, and grant agreements between DCTA and the Department of Transportation (DOT), to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. Information regarding financial institutions may be obtained on-line from the Federal Reserve at <https://www.fdic.gov/regulations/resources/minority/mdi.html>

42. NON-DISCRIMINATION

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions

- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future solicitations as non-responsible

43. GRATUITIES

It shall be unethical for any person to offer, give, or agree to give any DCTA officer or former DCTA officer, or for any DCTA officer or former DCTA officer to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.

44. FUNDING

Funds for payment have been provided through the DCTA budget approved by the Board of Directors for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current DCTA fiscal year shall be subject to budget approval.

45. FEDERAL FUNDS

DCTA is a recipient of federal funds from the Federal Transit Authority (FTA) and as a recipient of federal funds specific clauses and certifications must be included in any contract that involves the disbursement of federal funds. If federal dollars will be utilized under this contract, Proposers must adhere to the clauses and certifications if applicable. All required clauses and certifications will be included if applicable.

46. PROCUREMENT OF RECOVERED MATERIALS

If federal dollars are utilized for this project all contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

47. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS

RFP 22-01

Vendors performing work on DCTA's behalf shall provide the DCTA a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein within ten (10) days of request from DCTA. Bidders shall provide DCTA evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the bidder's policy. Work shall not commence until insurance has been approved by DCTA.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-VI or greater as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-VI will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing prior to the award of the Contract.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. DCTA reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

COMMERCIAL GENERAL LIABILITY:

Covering Bodily Injury/Property Damage, Products/Completed Operations and Personal Advertising Injury

- Per occurrence\$1,000,000
- General Aggregate \$2,000,000
- Products/Completed Aggregate \$2,000,000
- Personal Advertising Injury per occurrence \$1,000,000

BUSINESS AUTO LIABILITY

to include coverage for:

- Owned/Leased vehicles
- Non-owned vehicles
- Hired vehicles
- Combined Single Limit
 - Up to 8 passengers1,000,000
 - 15 passengers1,500,000

WORKERS' COMPENSATION EMPLOYERS' LIABILITY

Texas Statutory Limits with Employer's Liability limits per occurrence:

- Each accident \$1,000,000
- Disease Policy Limits \$1,000,000
- Disease each employee..... \$1,000,000

ADDITIONAL INSURED:

The Commercial General Liability and Business Automobile Liability policies shall name DCTA, its directors and employees as additional insured regarding Bidder's operations in performance of this Contract.

WAIVER OF SUBROGATION:

The Workers' Compensation and Employers' Liability policies shall provide a waiver of subrogation in favor of DCTA, its officers, directors and employees.

COVERAGE PRIMARY:

Such insurance as is provided therein shall be primary and non-contributing with any other valid and collectible insurance available to DCTA. The limits of liability required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required herein.

NO COMMENCEMENT WITHOUT COVERAGE:

The Bidder shall not commence work at the site under this Contract until he/she has obtained all required insurance and until such insurance has been approved by DCTA. Bidder shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of the insurance by DCTA shall not relieve or decrease the liability of the Bidder hereunder.

CERTIFICATES:

Certificate of Insurance evidencing insurance coverage as required shall be furnished to the Purchasing Manager prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. CERTIFICATES SHALL BE PROVIDED BY BIDDER AND ANYONE INVOLVED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT (not otherwise included under Bidder's coverage), INCLUDING ALL SUBCONTRACTORS. All certificates from Bidder and any subcontractors must be issued reflecting DCTA as the certificate holder. For policies dedicated to a specific project or with a separate aggregate limit for a specific project, Certificates of Insurance shall reflect the Denton County Transportation Authority project number. Failure to furnish the required certificates of insurance within the time allowed shall not be considered cause for modification of any contractual time limits. All policies of insurance presented, as proof of compliance with the above requirements shall be on forms and with insurance companies approved by DCTA. Certificate of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location, and the cancellation clause as required below.

Certificate Holder
Denton County Transportation Authority
PO Box 96
Lewisville TX 75067

NO LAPSE OR CANCELLATION:

The Bidder and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall not be canceled, reduced, restricted, or limited until thirty (30) days after DCTA has received written notice. In the event of cancellation or lapse of insurance, the Bidder shall notify DCTA immediately and unless otherwise directed by DCTA, shall cease work until evidence of acceptable insurance coverage is supplied to DCTA.

BREACH:

Failure to maintain insurance coverage as required herein shall constitute a material breach and default.

DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

I. Bidder/Proposer Information

Policy Statement: It is the policy of Denton County Transportation Authority and the Department of Transportation with respect to DOT-assisted contracts that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of DCTA contracts. DCTA also encourages the use of small business enterprises in performance on all contracts.

To attain these policy objectives, DCTA's overall agency goal for DBE participation is 10 % of federally funded contract amounts.

DBE Obligation: DCTA and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts awarded by DCTA. In this regard, DCTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. DCTA and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DCTA contracts, including DOT-assisted contracts.

"Disadvantaged Business Enterprise (DBE)" means a for-profit small business concern which (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of any publicly owned business in which 51 percent of the stock is owned by one or more such individuals, (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and (c) is a small business concern as defined by the U.S. Small Business Administration (SBA).

DCTA shall make a refutable presumption that individuals in the following groups are socially and economically disadvantaged. DCTA may also determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are DBEs:

1. Black Americans
2. Hispanic Americans
3. Native Americans
4. Asian-Pacific Americans
5. Subcontinent Asian Americans
6. Women, regardless of race, ethnicity, or origin

Failure to achieve DBE contract goals. If the contractor fails to achieve the minimum goal established in the contract at the time the contract is awarded or later modified, the contract payments may be reduced as a liquidated damage, and not as a penalty, by the amount equal to the mathematical dollar difference between the total contract amount multiplied by the DBE percentage goal and the actual dollar

amount of documented DBE participation in the contract. However, any authorized adjustment in the percentage of DBE participation approved by DCTA may be substituted in this formula for the DBE percentage goal as originally established.

Breach of Contract. All sub recipients, subcontractors, or contractors are advised that failure to carry out the requirements set forth in the Program shall constitute a breach of contract, and, after DOT is notified (on DOT-assisted agreements and/or contracts), may result in termination by DCTA of the agreement or contract, debarment, and/or such other remedy as DCTA deems appropriate.

DCTA has a written document that fully describes its DBE policy and program. The document is available upon request at the following address:

Athena Forrester, CPPO, CPPB
DCTA DBE Liaison Officer
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75057

II. Compliance Requirements

Compliance with the DBE Policy and Program is essential in order for a Bidder/Proposer to be eligible to enter into a contract with DCTA. Compliance consists of:

- a. Meeting or exceeding the DCTA DBE percentage participation goals established for this solicitation; or
- b. Demonstrating "Good Faith Efforts" to meet such participation goals; or
- c. Demonstrating that the solicitation comes within the exception to the DBE percentage participation goals as being procurement for a standard manufactured item or other similar procurement not open to subcontracting opportunities.

In order to demonstrate compliance through "Good Faith Efforts", a Bidder/Proposer must submit with its bid/proposal sufficient information to enable DCTA to determine that the efforts made by the Bidder/Proposer to obtain DBE participation were such efforts that a Bidder/Proposer actively and aggressively seeking to meet those goals would make.

Actions or efforts, which are merely "pro forma" or "going through the motions," do not constitute "Good Faith Efforts" to obtain the participation of DBEs. Similarly, even efforts which are sincerely motivated but which, given all circumstances relevant to the particular solicitation, could not be reasonably expected to produce a level of DBE participation sufficient to meet the goal do not constitute "Good Faith Efforts." In determining whether a Bidder/Proposer made a Good Faith Effort to obtain the DBE participation percentage goal, DCTA will look at not only the different kinds of efforts that the Bidder/Proposer has made, but also the quality and intensity of these efforts.

To assist DCTA in making the required judgment concerning fulfillment of "Good Faith Efforts," the Department of Transportation has prepared a list illustrating the kinds of

actions, which would indicate that a Bidder/Proposer has made a Good Faith Effort. These kinds of efforts include:

- a. Whether the Bidder/Proposer attended pre-bid meetings that were scheduled by DCTA to inform DBEs of contracting and sub-contracting opportunities; or
- b. Whether the Bidder/Proposer selected portions of the work to be performed by certified DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participations); or
- c. Whether the Bidder/Proposer advertised in general circulation, trade association, and/or minority focus media concerning the sub-contracting opportunities; or
- d. Whether the Bidder/Proposer provided written notice to a reasonable number of specified DBEs that their interest in the procurement was being solicited, in sufficient time to allow such DBEs to participate effectively, or
- e. Whether the Bidder/Proposer followed up initial solicitation of interest by contacting DBEs to determine with certainty whether the DBEs were interested; or
- f. Whether the Bidder/Proposer provided interested DBEs with adequate information about the plans, specifications, and requirements of the solicitation; or
- g. Whether the Bidder/Proposer negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on their investigation of the capabilities; or
- h. Whether the Bidder/Proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by DCTA or the Bidder/Proposer as Contractor; or
- i. Whether the Bidder/Proposer effectively used the services of available minority community organizations; minority contractor groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

The above criterion is not intended to be an inventory or checklist. DCTA does not require any Bidder/Proposer to do any particular one or any combination of the items on the above list. It is not intended to be an exclusive or exhaustive list of all steps a Bidder/Proposer, acting in good faith, actively and aggressively seeking to obtain DBE participation would make. Other types of efforts or factors may be relevant in appropriate cases.

Competitors that fail to meet DBE goals and fail to demonstrate ““Good Faith Efforts”” may be considered non-responsive to the specifications and may be considered not eligible to be awarded the contract.

To ensure that all obligations under contracts awarded to DBEs are met, DCTA shall review the contractor’s DBE involvement efforts during the performance of the contract. The contractor shall bring to the attention of DCTA any situation in which regularly scheduled progress payments are not made to DBE contractors.

III. Compliance Documentation

To demonstrate compliance with DCTA DBE Policy and Program, it is essential that all required documentation be submitted with the bid/proposal. This documentation consists of the following fully completed forms: DCTA Commitment Agreement Form 4906, and DCTA Good Faith Effort Form GFE, which appear in this Attachment, and additional relevant documentation and information where specified.

DCTA DBE Commitment Agreement Form 4906 **must** be completed by **all** Bidders/Proposers. DCTA Good Faith Effort Documentation also must be completed by a Bidder/Proposer who does not meet the DBE percentage participation goals established for this procurement but who wishes to show compliance with the Policy and Program because of having made Good Faith Efforts to meet those goals.

All information relative to the particular method of Bidder/Proposer's compliance as set out in this document **must be submitted with the bid/proposal**. Any bidder/proposer may also include any additional information it believes would be helpful in demonstrating to DCTA its compliance with DCTA DBE Policy Program. **Information submitted after the deadline for the submission of bids will not be considered.**

IV. Counting Participation Toward Meeting DBE Goal

DBE participation shall be counted toward meeting goals set in accordance with DOT's DBE regulations at 49 CFR Part 26 and DCTA's program as follows:

1. Once a firm is determined to be a certified DBE in accordance with the provisions specified in this program, the total dollar value of the contract or subcontract awarded to it is counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal.
2. DCTA or the contractor employing a certified DBE firm may count toward its goals a portion of the total dollar value of a contract with a joint venture eligible under the DBE eligibility criteria specified herein equal to the percentage of the ownership and control of the certified DBE partner in the joint venture.
3. DCTA or a contractor will count toward its goals only expenditures to certified DBEs that perform a commercially useful function in the work of a contract. A certified DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a certified DBE is performing a commercially useful function, DCTA or a contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
4. Consistent with normal industry practices, a DBE may enter into subcontracts. If a

DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to DCTA. DCTA's decision on the rebuttal of this presumption is final, subject to review by the Department of Transportation in instances of DOT-assisted contracts.

5. DCTA or a contractor may count toward its DBE goals expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers provided that the DBEs assume the actual and contractual responsibility for the provision of the materials and supplies. DCTA or a contractor may count its entire expenditure to a certified DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). DCTA will count 60 percent of its expenditures to certified DBE suppliers that are not manufacturers, provided that such suppliers perform a commercially useful function in the supply process.

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq.,

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prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

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CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000
- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Reimbursement Agreement shall include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established

for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

1. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles

owned or leased either by the Contractor or Agency.

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Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after 2/9/2022 12:34 PM

receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

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The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

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

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

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

Remedies

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

Rights and Remedies

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

EVALUATION AND SELECTION**1. GENERAL RESPONSIVENESS**

In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the Request for Proposal, and DCTA must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying with all material aspects of the solicitation. Proposals who do not comply with all the terms and conditions of this solicitation may be rejected as nonresponsive. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meet the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.

2. EVALUATION OF PROPOSAL

Proposals will be reviewed for compliance with the requirements of the RFP. Those proposals which are deemed incomplete will be rejected. Proposals will also be scored on clarity and completeness. A committee of DCTA staff will evaluate the responses and will make a recommendation for an award based on the best value to the agency. Evaluation will be based on the following criteria:

SCORING CRITERIA	WEIGHT
Qualifications and Experience Evaluation based on the proposer's experience in providing similar vanpool services as requested by DCTA in this procurement and demonstrated ability to meet the outlined goals and objectives.	30
Scope of work, Project Approach, and Program Management Plan and Services The proposers will be evaluated on their ability to demonstrate a well-defined organization structure specifying key personnel to be involved in this project, A process flow chart is required, responsibility, coordination and communications, as well as the level of service offered to both DCTA and vanpool participants. Proposer must submit technical information of the vehicles available for the service. References: Tab 3, see form List of References	30
DBE Utilization DBE participation is encouraged on this project and part of the base evaluation criteria. Proposers shall receive points for these criteria for Good Faith Efforts to commit to engaging DBE firms as a subcontractor on this project.	10
Price - PRICE PROPOSAL OPENING FOR QUALIFIED VENDORS The proposer will be evaluated on the price competitiveness of their submittal, including all costs and fees. Following the first three evaluation factors and ranking, the evaluation committee will open the price proposals of those firms most technically qualified to perform the service. The sum total score on both technical and price will be considered in award of a contract	30
Total	100
Required Forms and Certifications All applicable forms and certifications listed in Tab 7 Appendix of the proposal and submittal information sections must be included with the proposal in Tab 6 Attachments.	Pass/Fail

3. TECHNICAL EVALUATION

Following evaluation and scoring of the technical proposals submitted, DCTA will identify those firms technically qualified to perform the work. If DCTA determines that a Proposal is not technically sufficient or a Proposer is not technically qualified, that Proposal will not be evaluated further.

4. INTERVIEWS

The evaluation committee will determine whether acceptance of the most favorable initial proposals without discussion is appropriate, or whether interviews and/or discussions should be conducted. Interviews may be conducted by phone or webinar.

5. BEST AND FINAL OFFER

DCTA reserves the right to request a best and final offer from all or select proposers.

6. CONTRACT AWARD

Award will be made to the responsible firm whose proposal is most advantageous to DCTA. Accordingly, DCTA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of DCTA.

PROPOSAL SUBMITTAL INFORMATION

The responses shall be submitted on standard 8½"x11" standard paper. The proposal shall not exceed 35 single-sided pages. All information must be assembled and indexed in the order described below. Describe the firm, consultant(s), and key staff members who will be directly involved, a list of references, statement of qualifications; and other information relevant to the services offered and expertise provided by the Proposer. The respondent shall submit one (1) signed hardcopy original, three (3) hard copies, and one (1) electronic copy in a searchable format (USB Flash Drive). The proposal is clearly marked with the contents and RFP number on the outside. The price proposal shall be provided in a separate sealed envelope, placed within the package/box marked Attachment B Price Proposal and the company name.

DCTA prefers to receive proposals electronically through Periscope S2G. Copies of the documents are available for download at www.bidsync.com.

The page count shall not include:

- Cover Letter (two page maximum)
- Front and back cover and section dividers (bindings and covers will be at the discretion of the Proposer).
- Company brochure (not more than one item), which shall be part of the Appendix.
- Required certificates and forms

Each technical proposal shall include the following information:

COVER LETTER / LETTER OF TRANSMITTAL

The letter of transmittal must contain the following statements and information:

- Company name, address, telephone number(s), and website.
- Name, title, email address, and telephone number of the person(s) to contact and who is authorized to represent the firm and to whom correspondence should be directed.
- A brief statement of your understanding of the services to be performed and a positive commitment to provide services as specified.
- The letter must be signed by a corporate officer or person authorized to bind the proposer to the proposal and cost schedule.
- Contain a commitment to provide the services with the team described in the offer and the commitment to meet the DBE goals established by the Denton County Transportation Authority. The contractor should identify any sub-contractors if any, including those required to fulfill the DBE commitment
- The cover letter should also contain a certification that no member of the governing body of Denton County Transportation Authority or staff exercising any functions or responsibilities with respect to this project shall during his/her tenure, or for one year thereafter, have any interest, direct or indirect, in any proceeds thereof.
- A statement indicating that the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date and will become part of the contract.
- Provide a list of any exceptions taken to the solicitation or statement no exceptions taken. Provide the section number, the language and describe the exception taken included with the cover letter/letter of transmittal. Pages will not be part of the total page count.

TAB 1: QUALIFICATIONS AND EXPERIENCE

- Qualifications of key personnel: Submit an organization chart with the proposed management structure and identify the assigned Key Personnel and other support staff necessary to complete these services. Submit resumes for each of the Key Personnel and relevant support staff shown in the organization chart and whom the Contractor will commit to the performance of this contract.
- Statement of Contractor's experience and qualifications: The proposing Contractor should provide background information and examples of work in performing similar projects. No more than five (5) examples undertaken within the last ten (10) years should be provided. Each example should include:
 1. A brief narrative describing each project
 2. Key staff involved
 3. Location of contractors' office(s) where the work was performed
 4. Client's name and reference for each project including phone number.
- Other Projects: The proposal must indicate other contracts currently underway or likely to be undertaken during the period of this contract term by those with a principal role in this contract, their role and their commitment (as a percentage of available time) to those other contracts.

TAB 2: SCOPE OF WORK, PROJECT APPROACH, AND PROGRAM MANAGEMENT PLAN AND SERVICES

This section should include a detailed summary of the approach to be undertaken for the development of this effort and individuals responsible for the deliverables. It must be based on the project understanding and Scope of Services but provide additional detail on the process to be used in delivering these services. The responsibilities of any sub-contractors, if any, should be clearly noted.

Respond to each item in sections 7 through 17 of the scope of work, use the number structure and include the complete language for each item and state the response directly after each item. Example responses (N/A, Agree, Acknowledged or information).

Additionally, this section must:

- Detail the firm's approach to meeting the scope of services defined herein
- Provide in a narrative format the Proposer's understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assignments.
- Support availability (days of week and time)
- Steps for resolving problem escalation
- Response time and goal for resolving problems
- Provide a summary, including why the firm is pursuing the work and how the firm is qualified to perform the services.
- Describe the ongoing training and support provided.
- Describe the data privacy and ownership of the information provided by DCTA.
- Provide a detailed description of application security and connection.
- Provide a test/demo site, if available.

TAB 3: REFERENCES

Provide name, title, address, and telephone number of three references for clients, whom similar services have been provided in the last 36 months, including information referencing the actual services performed and length of tenure. At least one of the references provided must be in the public sector. Complete form List of References.

TAB 4: DBE

DBE participation is encouraged on this project and part of the base evaluation criteria. Complete Attachment I Form 4906 and Attachment J Form GFE, provide the forms in Tab 6: Attachments.

TAB 5: PRICING

The proposed pricing shall include all costs necessary to fully complete the project. DCTA may require firms to provide services after hours and on weekends depending on system needs. The price proposal shall be provided in a separate sealed envelope marked Attachment B Price Proposal and the company name. It is the intention of the contract documents to include and require from all proposers, the following pricing information:

- Attachment B Price Proposal
- Submitted by: Proposers Company, Name (Authorized to Representative) and Signature

TAB 6: ATTACHMENTS

Copies of referenced certifications, acknowledgment of any Addenda issued, certifications and required forms, and any other attachments or acknowledgment required as part of this submittal.

TAB 7: APPENDIX

The following documents/forms will be completed by the Proposer and must be submitted, the attachments under Reference Information shall be acknowledged with a confirmation statement in Tab 6 Attachments.

Technical Proposal:

Attachment A	Requested Logs
Attachment I	Form 4906
Attachment J	Form GFE
Attachment E	Certification and Restrictions on Lobbying
Attachment F	Wide Debarment and Suspension
Form	Bidders Questionnaire
Form	CIQ Conflict of Interest Questionnaire
Form	Non-Collusion Affidavit
Form	Prohibition of Contracts with Companies Boycotting Israel
Form	Prohibition of Boycott Energy Companies
Form	Prohibition of Boycott of Firearm entity or Firearm Trade Association
Form	Authorization for Release of Financial Information (Required)
Form	List of References

Price Proposal:

Attachment B	Price Proposal see Tab 5
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Reference Information:

Attachment C	DCTA Commuter Vanpool Program
Attachment D	Vanpool Artwork
Attachment G	Current Vanpool Group
Attachment H	DCTA Limited English Proficiency Plan

Each Proposer shall submit a detailed response to the RFP. The response shall include sufficient information to enable the Denton County Transportation Authority to evaluate the capabilities of the Proposer and its approach to providing the specified services. Best Value will be the base for the evaluation.

Unnecessarily elaborate or voluminous responses are neither required nor wanted. The 35-page limit and other requirements described shall be enforced. Discussion of the firm's past experience, which is not related to the specified services, should not be included. The response shall specifically address the issues raised, and provide the information requested.

It is the responsibility of the proposer to examine the entire RFP package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

Proposers may not contact members of the Authority's Board of Directors or DCTA employees concerning this procurement. Any proposer violating this provision may be disqualified from consideration in this procurement.

DCTA will not respond to oral requests. Any request for a change to any part of this document must be fully supported with technical data, or other pertinent information evidencing that the exception will result in a condition equal to or better than the required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by DCTA in the form of an addendum. Only written responses (including e-mail and/or e-mail attachments) provided as addenda shall be official and all other forms of communication with any officer, employee or agent of DCTA shall not be binding on DCTA.

EVALUATION SCORE SHEET - CONSENSUS AVERAGES**DCTA REQUEST FOR PROPOSAL 22-01 Commuter Vanpool Program**

	MAX PTS	EAN Holding, LLC DBA Commute with Enterprise
TOTAL SCORE	100	86.67



Board of Directors Memo

March 24, 2022

SUBJECT: Consider Approval of Resolution R22-04 Designating Paul Cristina as the Alternate Investment Officer

Recommendation

Staff recommends the Board of Directors approve Resolution R22-04 designating Paul Cristina as the Alternate Investment Officer effective immediately.

Background

DCTA's investment officers are the Chief Financial Officer (CFO) as the Investment Officer and the Chief Executive Officer (CEO) as the Alternate Investment Officer. Raymond Suarez, CEO, resigned from DCTA effective March 31, 2022, and Paul Cristina will be the Interim CEO effective April 1, 2022.

Previous Board Activity & Action

There has been no previous Board-level activity on this item.

Identified Need

DCTA's Investment Policy specifies the Chief Financial Officer as the Investment Officer and the CEO as the Alternate Investment Officer. With the resignation of the CEO, an alternate investment officer needs to be designated.

Financial Impact

There is no financial impact associated with the designation of an investment officer.

Exhibits

Exhibit 1: Resolution R22-04

Submitted By:

Marisa Perry, CPA

Chief Financial Officer/VP of Finance

**DENTON COUNTY TRANSPORTATION AUTHORITY
RESOLUTION NO. R22-04**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (“DCTA”) APPOINTING PAUL CRISTINA, DCTA INTERIM CHIEF EXECUTIVE OFFICER, AS THE ALTERNATE INVESTMENT OFFICER FOR DCTA; PROVIDING A REPEALING CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Raymond Suarez’s employment with DCTA shall end on March 31, 2022; and

WHEREAS, Paul Cristina has been named as the interim Chief Executive Officer; and

WHEREAS, the Board of Directors desires to designate Paul Cristina as the Alternate Investment Officer and Marisa Perry shall remain the Investment Officer.

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

SECTION 1. DCTA Interim Chief Executive Officer Paul Cristina is hereby designated as the Alternate Investment Officer and Marisa Perry shall remain the Investment Officer.

SECTION 2. The Investment Officer and Alternate Investment Officer are hereby authorized to engage in investment transactions on behalf of DCTA.

SECTION 3. The Investment Officers authorized by this resolution shall also be authorized to approve wire transfers used in the process of investing.

SECTION 4. The Investment Officers shall designate a liaison/deputy in writing in the event circumstances require timely action and the Investment Officers are unavailable.

SECTION 5. That all provisions of the resolutions of the Board of Directors of DCTA, 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.

SECTION 6. 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 ON THIS 24TH DAY OF MARCH 2022.

APPROVED:

Cesar Molina, Chair

ATTEST:

Dianne Costa, Secretary
(03-10-2022:TM 128336)



Board of Directors Memo

March 24, 2022

SUBJECT: Discussion of Title VI Policy Update to Include Major Service and Fare Change Policy

Recommendation

This is an informational item only. No action is required.

Background

As a recipient of federal grant dollars, DCTA is required to update its Title VI program every three (3) years with the next update due on June 1, 2022.

DCTA is committed to ensuring that no person is excluded from participation in, or denied benefits of its transit services based on race, color, or national origin, as protected by Title VI of the Civil Rights Act of 1964. The requirements specified FTA C. 4702.1B for complying with 49 CFR Section 21.9(b)(3) state that:

"In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part."

The agency's transformation initiative and its transition to a blended fixed route and demand-responsive service delivery model represent a unique convergence of opportunities, especially regarding our operating standards and policies. It also requires DCTA to consider possible disparate impacts or disproportionate burdens associated with future major service changes.

During the course of updating the program, DCTA is required to update the socioeconomic data associated with its Limited English Proficiency Program, Public Participation Plan, and DCTA's system-wide operating standards and policies including; access, availability, service span, and distribution of transit amenities. These updated standards will also be used to inform the agency's forthcoming Long-Range Service Plan update.

Previous Board Activity & Action

There has been no previous Board activity or action on this item.

Identified Need

No action is required.

Financial Impact

There is no financial impact

Exhibits

N/A

Submitted By:

Athena Forrester, AVP of Regulatory Compliance

Board of Directors Memo

March 24, 2022

SUBJECT: Mobility Services Update

Recommendation

No Board action required at this time. This is an informational update.

Background

This report on Mobility Services will serve as an update on the following topics:

- GoZone Service Briefing
- Comprehensive Operations Analysis Project Overview
 - Project Milestones
 - Initial Fare Analysis Presentation
 - GoZone Multimodal/Intermodal App Overview

Previous Board Activity & Action

- **June 25, 2020** – Regular Agenda Item 3 – Mobility as a Service (MaaS) Task Order for Member City Services
- **July 31, 2020** – Specially Called Board Meeting – Transformation Initiative Workshop – Discussed as part of the future planning process
- **August 27, 2020** – Regular Agenda Item 8 – Discuss MaaS Task Order #2: On-Demand Service in Member Cities
- **September 24, 2020** – Regular Agenda Item 8 – Consider Approval of MaaS Task Order #2: On-Demand Services for Member Cities and Contracted Cities
- **November 12, 2020** – Regular Agenda Item 1 - Discuss Transformation Initiative Progress Report – Initial introduction of the Agency Priority Actions flowchart which included plans and estimated dates for the MaaS service plan
- **December 10, 2020** – Regular Agenda Item 6 - Discuss DCTA Priority Actions
- **January 28, 2021**
 - Regular Agenda Item 5 – Approval and Award of Mobility as a Service Contract
 - Joint Info Item 1 – DCTA Agency Priorities Update (memo and flowchart)
- **March 10, 2021** – Regular Agenda Item 7 – Review and Discuss MaaS Service Plan Update and Considerations
- **April 7, 2021**
 - Regular Agenda Item 1 – Presentation, Discussion and Approval of Via's Proposal #4
 - Regular Agenda Item 2 – Presentation and Discussion of Task Order with Via
- **May 27, 2021** – Regular Agenda Item 7 – Public Involvement Progress Report

- **June 24, 2021** – Regular Agenda Item 7 – Discuss GoZone Public Involvement Feedback and Potential Service Modifications to Proposed Plan
- **July 22, 2021** – Regular Agenda Item 4 - Discuss and Consider Approval of GoZone Service Plan for Launch on September 7, 2021
- **August 26, 2021** – Regular Agenda Item 6 - Update and Discussion of the September 7, 2021 GoZone Launch and Fixed Route Services
- **September 23, 2021** – Regular Agenda Item 3 - Update on Mobility Services, GoZone and Fixed Route
- **October 28, 2021** – Regular Agenda Item 6 – Provide a Report on GoZone Service Performance
- **December 2, 2021** – Regular Agenda Item 5 – GoZone Update
- **January 27, 2022** – Regular Agenda Item 6 – GoZone Update
- **March 7, 2022 (rescheduled February meeting)** – Regular Agenda Item 2 – Mobility Services Update

Financial Impact

N/A

Exhibits

N/A



Submitted By: _____
Javier Trilla, AVP of Innovation and Information Technology



Board of Directors Memo

March 24, 2022

SUBJECT: Discuss DCTA's Public Communication Program and Consider Authorizing the Interim Chief Executive Officer (CEO) to Negotiate and Enter into an Agreement(s) with a Firm(s) for Current and Upcoming Public Outreach Needs

Recommendation

Staff recommends the Board authorize the Interim CEO to negotiate and enter into one or more agreements with a firm(s) to provide assistance with upcoming public outreach needs in an amount not to exceed \$100,000.

Background

DCTA is preparing for public outreach in support of the upcoming fare and service changes, and additional support is required. In addition, a request was made at the March 7, 2022, Board meeting for staff to present a monthly status report on the agency's communications program, including public outreach, communications, and marketing strategy.

Previous Board Activity & Action

There has been no previous Board activity or action on this item.

Identified Need

The purpose of this item is to provide the board with an overview of DCTA's communications program and strategy. This item will lay the groundwork for future monthly reports and provide the board an opportunity to engage in ongoing dialogue with staff as it relates to public communications.

Included in this item is a discussion of the Spring public participation plan for the upcoming fare and service changes. Consultant assistance will be needed to assist staff in delivering tasks outlined in the plan. Consultants may include PS Stearns, Inc., Kittelson and Associates, Accenture, or other firms already under contract with DCTA.

Financial Impact

The value of potential contracts will be authorized in an amount not to exceed \$100,000. Realized savings in the FY22 budget will be used to fund any contracts.

Exhibits

None

Submitted By: 

Pamela Burns, Director of Public Involvement and Communications

Board of Directors Memo

March 24, 2022

SUBJECT: Consider Approval of Contract Amendment with PS-Stearns, Inc for GoZone Brand Ambassador Services to Support GoZone

Recommendation

Staff recommends the Board approve a contract amendment with PS-Stearns, Inc. in the amount of \$13,998.50, bringing the total contract amount to \$119,394.50.

Background

In April 2021, the board awarded an agreement to PS-Stearns, Inc. to assist DCTA with community events, public involvement events, and many other activities to promote DCTA. In August 2021, the contract was amended to include brand ambassador support related to the GoZone launch.

At the December 2, 2021 board meeting, the request was made to have brand ambassadors ride Denton Connect Route 1 and Lewisville Connect Routes 21 and 22 to inform passengers that the routes were being discontinued and to promote the use of GoZone.

Previous Board Activity & Action

- **April 22, 2021** – Consent Item #6, Consider Authorizing the CEO to Execute a Contract for Brand Ambassador Services (\$18,000)
- **July 22, 2021** – Regular Agenda Item #8, Discuss Brand Ambassador Services to Support the Launch of GoZone on September 7, 2021
- **August 26, 2021** – Consent Item #8, Consider Authorizing the CEO to Execute a Contract Amendment with PS Stearns, Inc. for Brand Ambassador Services to Support the Launch of GoZone on September 7, 2021 (\$105,396.00)

Identified Need

Brand ambassador services were utilized to perform outreach on bus routes that were being discontinued. These additional services were not included in the original scope of work authorized in August 2021, the additional services exceeded the initial estimate, and is an increase in the amount of \$13,998.50, bringing the total contract amount to \$119,394.50.

Financial Impact

The expenditures for the additional work performed totals \$13,998.50 and is included in the Marketing and Communications FY 22 budget.

Exhibits

Exhibit 1: Second Amendment to Agreement for Brand Ambassador Staffing Services

Submitted By: 
Pamela Burns, Director of Public Involvement and Communications

Final Review: 
Paul Cristina, Deputy CEO

STATE OF TEXAS §
 § **Second Amendment to Agreement for Brand**
COUNTY OF DENTON § **Ambassador Staffing Services**

This **Second Amendment to Agreement for Brand Ambassador Staffing Services** is made and entered into by and between Denton County Transportation Authority (“DCTA”) and PS-Stearns, Inc. (“Contractor”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

WHEREAS, the Parties entered into that certain Agreement for Brand Ambassador Staffing Services dated April 28, 2021, for an amount not to exceed Eighteen Thousand Dollars (\$18,000.00) annually (the “Agreement”); and

WHEREAS, the Parties previously entered into that certain First Amendment to Agreement for Brand Ambassador Services for an amount not to exceed One Hundred Five Thousand Three Hundred Ninety-Six Dollars (\$105,396.00) for the Term of the Agreement; and

WHEREAS, the Parties desire to add an additional amount of Thirteen Thousand Nine Hundred Fifty-Eight Dollars and .50/100 (\$13,998.50) to cover costs for the GoZone service changes; and

WHEREAS, the Parties wish to amend the Agreement by amending Article V, “Compensation and Method of Payment” to increase the compensation paid to Contractor for the Term of the Agreement in an amount not to exceed One Hundred Nineteen Thousand Three Hundred Fifty-Four Dollars and .50/100 (\$119,394.50);

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. That Article V, **Compensation and Method of Payment**, is amended to read as follows:

**“Article V
Compensation and Method of Payment**

5.1 DCTA shall compensate Contractor in an amount not to exceed One Hundred Nineteen Thousand Three Hundred Fifty-Four Dollars and .50/100 (\$119,394.50) for the Term of this Agreement.

...”

2. The Agreement shall continue in full force and effect except as amended herein. If any terms or conditions contained in the Second Amendment are inconsistent with the First

Amendment or Agreement, the terms and conditions contained in the Second Amendment will be controlling.

(signature page to follow)

EXECUTED this _____ day of _____, 2022.

Denton County Transportation Authority

By: _____
Raymond Suarez, Chief Executive Officer

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., General Counsel
(03-04-2022:TM 128299)

EXECUTED this _____ day of _____, 2022.

PS-Stearns, Inc.

By: _____
Name: _____
Title: _____



Board of Directors Memo

March 24, 2022

SUBJECT: Consider Approval of Contract Staff Support Services

Recommendation

Staff recommends the Board approve use of cooperative agreements and other agreements for augmentation of staff and seconded employees. Expenses for services will not exceed current authorized FY22 budget as approved by the Board of Directors.

Background

Temporary staffing services have been used by various DCTA departments for temporary staffing services as needed to fill vacant positions or assist with special projects. Staff is seeking other alternative agreements to fill vacant positions and assist with functions while conducting the new hire process.

Previous Board Activity & Action

No previous Board action has been taken.

Identified Need

Due to multiple recent resignations within the Finance department, staff is working to identify contracted staff support services to ensure the continuity of core business functions. Staff is seeking approval to execute contracts as needed within existing budget constraints and procurement guidelines.


Financial Impact

Expenses will be funded within existing budget constraints.

Exhibits

N/A

Submitted By: 
Athena Forrester, AVP of Regulatory Compliance

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

Board of Directors Memo

March 24, 2022

SUBJECT: Consider Approval of an Extension of 17-03 On-Demand Rideshare Services Contract and 17-27 On-Call Taxi and Non-emergency Transportation Services Contract

Recommendation

Staff recommends the Board approve an extension to both contracts, 17-03 On-Demand Rideshare Services and 17-27 On-Call Taxi and Non-emergency Transportation Services through September 30, 2023.

Background

In addition to the services provided to the three DCTA member cities, DCTA provides contracted mobility services to the University of North Texas (UNT), the City of Coppell, the City of Frisco, and the Alliance area. These mobility services are provided through a combination of services including contracts with the third-party service providers Irving Holding (Yellow Cab) and Lyft.

Beginning in 2018, DCTA has provided mobility services to the City of Frisco through an Interlocal Cooperation Agreement between DCTA and the City. Utilizing a combination of Lyft, Irving Holdings, and DCTA Demand Response vehicles, services are available to qualifying Frisco residents for travel within the cities of Frisco, McKinney, Allen, and parts of Plano. The taxi portion of the Frisco Demand Response service is provided through the Irving Holding's Contract 17-03 On-Demand Rideshare Services.

Since October 1, 2019, DCTA has provided mobility services through a task order with Lyft to provide first and last mile service to workforce centers in the City of Coppell. Lyft provides on-demand services from six transit stops to the City of Coppell's workforce centers. Lyft is also contracted to provide mobility services in the Alliance area in accordance with an Interlocal Agreement with Trinity Metro for Mobility Services. The Lyft Alliance ZIPZONE Program addresses first and last mile challenges in getting employees from the North Texas Xpress stops and the North Park & Ride to places of employment in the designated Alliance Zone.

At the request of UNT, DCTA provides a late-night ride service through Lyft, incorporated into the agreement for services between UNT and DCTA. This service supplements the University's existing E-ride program. Per the agreement, UNT reimburses DCTA for the total cost of services, not to exceed \$72,000 on an annual basis.

The UNT Late Night Lyft Service, Coppell Lyft program, Alliance Lyft program, and the Lyft portion of the Frisco Demand Response service are provided through the Lyft agreement under contract 17-03 On-Demand Rideshare Services.

The taxi portion of the Frisco Demand Response service is provided through the Irving Holding's contract 17-03 On-Demand Rideshare Services. The current contracts for these services are set to expire in May and July 2022, respectively. Staff is requesting an extension for these contracts through September 30, 2023, to allow sufficient time for staff to work with these various contracted entities to better determine their long term needs and an extension of the contracts will allow sufficient time to make decisions based on the identified needs.

Partnering with third party providers to implement and continue these On-Demand services enhances mobility by improving connections to public transit, as well as connections to private transportation service providers.

Previous Board Activity & Action

The On-Demand Rideshare Services were originally approved by the Board in March 2017. The On-Call Taxi and Non-emergency Transportation Services were originally approved by the Board in August 2017. An informational report was presented to the Board on March 7, 2022.

Identified Need

DCTA has successfully worked with Irving Holdings and Lyft since 2017, however, the current contracts for these services are set to expire in May, and July 2022. Staff is requesting an extension for these contracts through September 30, 2023. Some of the DCTA contracted entities have expressed an interest in re-evaluating their current services to meet the growing demands of the region. The requested contract extensions provide staff sufficient time to work with these various contracted entities to better determine their long-term transportation needs.

Financial Impact

This request is a time-only extension and does not have a financial impact on the budget. All task orders issued under these parent contracts are included in the FY22 budget. Any task order in excess of \$75,000 will be presented to the Board for approval.

Exhibits

Exhibit 1 - Second Amendment to Agreement for 17-03 On-Demand Rideshare Services - Lyft

Exhibit 2 - First Amendment to Agreement for 17-03 On-Demand Rideshare Services - Irving Holdings

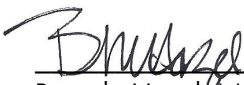
Exhibit 3 - First Amendment to Agreement for 17-27 On-Call Taxi & Emergency Transportation Services - Irving Holdings

Submitted By:



Rusty Comer, Senior Manager of Mobility Services

Final Review:



Brandy Hazel, Manager of Contracts & Procurement

STATE OF TEXAS §
 § **SECOND AMENDMENT TO GENERAL**
 § **SERVICES AGREEMENT**
COUNTY OF DENTON §

This Second Amendment to General Services Agreement is made and entered into by and between Denton County Transportation Authority (“DCTA”) and Lyft, Inc. (“Contractor”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

WHEREAS, the Parties previously entered into that certain General Services Agreement on July 7, 2017 (the “Agreement”); and

WHEREAS, the Parties previously entered into that certain First Amendment to the Agreement on June 23, 2020; and

WHEREAS, the Parties now desire to amend the Agreement by amending Exhibit “A” titled “Solicitation 1703, On-Demand Rideshare Services” to the Agreement by amending Section 2 titled “Contract Term” to extend the Term of the Agreement through September 30, 2023; and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. That Exhibit “A” titled “Solicitation 1703, On-Demand Rideshare Services”, is hereby amended by amending Section 2 titled “Contract Term”, to read as follows:

**Solicitation 17-03
On-Demand Rideshare Services**

Scope of Work, Terms and Conditions

2. **Contract Term**

The Term of the Agreement shall be extended through September 30, 2023, unless sooner terminated as provided under the Agreement.

2. The Agreement shall continue in full force and effect except as amended herein. If any terms or conditions contained in the Second Amendment are inconsistent with the First Amendment and the Agreement, the terms and conditions contained in the Second Amendment will be controlling.

(signature page to follow)

EXECUTED this _____ day of _____, 2022.

Denton County Transportation Authority

By: _____
Raymond Suarez, Chief Executive Officer

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., General Counsel
(03-08-2022:TM 128229)

EXECUTED this _____ day of _____, 2022.

Lyft, Inc.

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 § **FIRST AMENDMENT TO AGREEMENT**
 § **FOR ON-DEMAND RIDESHARE SERVICES**
COUNTY OF DENTON §

This First Amendment to Agreement for On-Demand Rideshare Services is made and entered into by and between Denton County Transportation Authority (“DCTA”) and Irving Holdings, Inc. (“Contractor”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

WHEREAS, the Parties previously entered into that certain Agreement for On-Demand Rideshare Services on May 9, 2017 (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement by amending Article I “Term” to extend the Term of the Agreement through September 30, 2023; and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. That Article I, **Term**, is hereby amended to read as follows:

Article I
Term

The Term of this Agreement shall be extended through September 30, 2023, unless sooner terminated as provided herein.

2. The Agreement shall continue in full force and effect except as amended herein. If any terms or conditions contained in the First Amendment are inconsistent with the Agreement, the terms and conditions contained in the First Amendment will be controlling.

(signature page to follow)

EXECUTED this _____ day of _____, 2022.

Denton County Transportation Authority

By: _____
Raymond Suarez, Chief Executive Officer

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., General Counsel
(02-21-2022:TM 127925)

EXECUTED this _____ day of _____, 2022.

Irving Holdings, Inc.

By: _____
Name: _____
Title: _____

EXECUTED this _____ day of _____, 2022.

Denton County Transportation Authority

By: _____
Raymond Suarez, Chief Executive Officer

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., General Counsel
(02-21-2022:TM 127928)

EXECUTED this _____ day of _____, 2022.

Irving Holdings, Inc.

By: _____
Name: _____
Title: _____

Board of Directors Memo

March 24, 2022

SUBJECT: Consider Authorizing the Interim Chief Executive Officer (CEO) to Negotiate a Rate for Electric Utility Services and Enter into an Agreement for such service for various Denton County Transportation Authority (DCTA) facilities

Recommendation

Staff requests the Board authorize the CEO to negotiate and enter into an agreement for Energy Services, based on current market pricing and present the new contract at a future board meeting.

Background

In November 2017 DCTA executed an agreement with MidAmerican Energy Services, LLC, to provide electrical services, commencing in March 2018, to facilities along with rail crossings, lights, and bungalows along the rail corridor, comprising 39 locations. The facilities located in Denton are served by Denton Municipal and are not included. The current rate DCTA was able to price-lock and secure in 2017, is \$0.03932/kWh, which is scheduled to end in June 2022. MidAmerican Energy Services was able to work with DCTA after the Winter Snowstorm in February 2021 to refund a portion of the exorbitant prices that all Texans faced during that timeframe. The table below shows the annual breakdown of DCTA's electricity costs

FY22	\$108,366.70	*Oct 1, 2021 – Sept 30, 2022
FY21	\$114,790.93	*Winter Storm
FY20	\$93,300.52	
FY19	\$95,458.51	
FY18	\$98,322.39	
Total:	\$510,239.05	

Electricity is a commodity that can be purchased, sold, and traded, it is subject to the volatility within the securities market. The pricing structure for electricity services fluctuates multiple times per day, as does any other commodity. Historically, the best time of year to lock in the lowest rates for electricity costs is March 1st through June 1st of any given year due to heating needs decreasing and air conditioning needs not yet increasing at a high rate. The State of Texas does not require a competitive bid process for utilities, but due to the overall contract cost, we are requesting the board give authorization to the CEO to negotiate pricing and enter into an agreement prior to Board approval. Staff will prepare an item for a future agenda to update the Board on the new agreement once a price for electricity is locked in. Locking in a rate per kilowatt hour can help to reduce the costs incurred when market pricing increases are based on demand and usage rates.

In addition to DCTA's current sustainability efforts, there is an opportunity to further reduce the DCTA carbon footprint by purchasing green energy power or renewable energy credits. This will allow the Environmental Protection Agency (EPA) to support the development of new, renewable energy in the United States. If the Board proceeds with this effort, DCTA would be publicly recognized and listed on the EPA's Green Power Partnership website, signifying our commitment to sustainability and the reduction of our overall carbon footprint for public transportation.

Previous Board Activity & Action

There has been no previous Board Activity.

Upon completion of the negotiation and determination of the pricing, Staff will present the final information at the May meeting.

Identified Need

Electricity is required to operate DCTA facilities including rail crossings, lights, signal switches, and technology located along the rail corridor.

Financial Impact

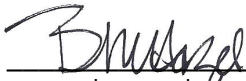
The agreement will be for a defined period, to be determined based on pricing models, and commencing June 1, 2022. Total costs are determined based on actual consumption and funds are allocated in annual operating budgets.

Exhibits

Exhibit 1: EPA Green Power Partnership Agreement

Exhibit 2: MES Sustainability Overview

Submitted By:

A handwritten signature in black ink, appearing to read "Brandy Hazel", is written over a horizontal line.

Brandy Hazel, Manager of Contracts & Procurement

Final Review:

A handwritten signature in blue ink, appearing to read "Athena Forrester", is written over a horizontal line.

Athena Forrester, AVP of Regulatory Compliance

Partnership Agreement



The EPA Green Power Partnership encourages the voluntary use of green power to reduce the risk of climate change. Partners benefit from the use of green power, while supporting the development of new, renewable energy in the United States. To learn more visit www.epa.gov/greenpower.

By joining EPA's Green Power Partnership, Partners commit to:

- Use green power that meets or exceeds Partnership requirements.
- Report on green power use annually.
- Use the Green Power Partner mark in a manner that is consistent with Partner mark use guidelines, available at www.epa.gov/greenpower/green-power-partner-mark-use-and-display-guidelines

In return, EPA commits to:

- Provide public recognition.
- Provide procurement and communications assistance, as requested by Partner.
- Provide a brief description of the Partner's green power commitment on the Green Power Partnership website.

General Terms:

- Either party can terminate this agreement at any time without prior notification or penalties and with no further obligation. EPA will not comment publicly regarding the withdrawal of Partners.
- Partner agrees that the activities it undertakes connected with this voluntary agreement are not intended to provide services to the federal government and that the Partner will not seek compensation from a federal agency.
- Partner agrees that it will not claim or imply that its participation in the Green Power Partnership constitutes EPA approval or endorsement of anything other than its participation in the program and will not make statements or imply that EPA endorses the purchase or sale of the Partner's products and services or the views of the Partner organization.
- EPA may post and/or share information about the Partner's green power use publicly.
- EPA may periodically revise program benchmark levels or other eligibility requirements.

Key Green Power Partnership Requirements

Your Organization's Electricity Use If your annual electricity use is...	Green Power Partner Requirements You must, at a minimum, use this much green power
≥ 100,000,001 kWh	7% of your use
10,000,001 - 100,000,000 kWh	10% of your use
1,000,001 - 10,000,000 kWh	25% of your use
100,000* - 1,000,000 kWh	50% of your use

*Organizations that use more than 100,000 kWh are eligible for Partnership.

- Eligible green power includes electricity generated from solar, wind, geothermal, biogas, and certain forms of biomass and hydropower.
- Green power must be sourced from eligible U.S.-based generation facilities.
- Requirement can be met with any combination of green power products (i.e., utility product, RECs, or on-site generation).
- Partner purchases must be voluntary and incremental to the renewable electricity included in the standard electricity service.
- Requirements must be entirely met with power from "new" renewable facilities (i.e., installed within the last 15 years).
- Partners may join organization-wide (U.S. operations only), at the facility-level, or a logical aggregation of facilities less than organization-wide.

More details are available in the Partnership Requirements Document, www.epa.gov/greenpower/requirements-green-power-partnership

PLEASE FAX PAGE 2 OF PARTNERSHIP AGREEMENT TO (617) 227-1025 (contractor in support of EPA)
OR EMAIL TO critchfield.james@epa.gov (must be signed and scanned).

Authorizing Official:

On behalf of _____, the undersigned understands and agrees to the terms of the Partnership.
(Name of organization or entity)

Signature: _____ Title: _____
Print Name: _____ Date: _____

Primary Contact:

Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email (required): _____

Public Relations Contact (optional):

Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

Electricity and Green Power Information

Reporting Period: The electricity and green power information listed below covers the following 12-month period.

Reporting Period Start Date _____ Reporting Period End Date _____

Annual electricity use of participating entity: _____ kWh/year (must be > 100,000 kWh)

Purchased Green Power

Green power purchase: _____ kWh/year

Contract details

Start date: _____ End date (if applicable): _____

Green power resource mix

% biogas % biomass % geothermal
% small hydro % solar % wind

Product certification (third party):

☐ Green-e ☐ Not certified ☐ Other

If other, by whom?

Name of green power provider(s):

Green power product name(s):

On-site Use of Green Power

Green power generation: _____ kWh/year*

Resource type: ☐ biogas ☐ biomass ☐ geothermal
☐ small hydro ☐ solar ☐ wind

Was the on-site unit installed in the last 15 years? ☐ Yes ☐ No

Installed capacity: _____ kW

Location of on-site generation (ZIP code):

Installation ownership: ☐ self ☐ other

If other, by whom?

* EPA will only count as green power kWh generated from on-site installations for which the participating entity owns the rights to the renewable energy credits (RECs).

Motivating factors behind your green power use (optional) (check all that apply)

- | | | |
|---|--|--|
| <input type="checkbox"/> Brand or product differentiation | <input type="checkbox"/> EPA recognition | <input type="checkbox"/> Reduce carbon footprint |
| <input type="checkbox"/> Cost stability or savings | <input type="checkbox"/> LEED certification | <input type="checkbox"/> Support economic development & job creation |
| <input type="checkbox"/> Demonstrate environmental leadership | <input type="checkbox"/> Meet sustainability goals | <input type="checkbox"/> Support renewable energy development |
| <input type="checkbox"/> Other | | |

The government estimates the average time needed to fill out this form is 1.96 hours and welcomes suggestions for reducing this level of effort. Send comments (referencing OMB control number) to the Director, Collection Strategies Division, U.S. EPA (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460.

**PLEASE FAX PAGE 2 OF PARTNERSHIP AGREEMENT TO (617) 227-1025 (contractor in support of EPA) OR
EMAIL TO critchfield.james@epa.gov (must be signed and scanned).**



Sustainable Energy Solutions

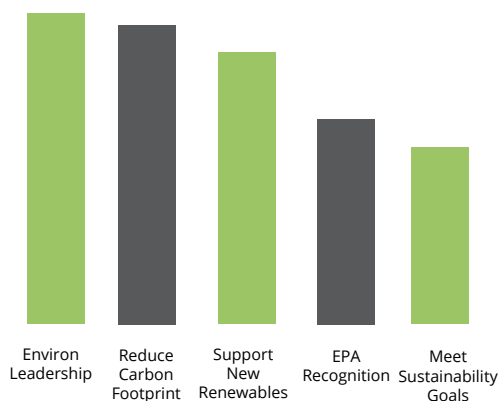
STRATEGIC • RESPONSIBLE • ENGAGING





GREEN ENERGY IS ONE OF THE MOST IMPACTFUL WAYS TO BE SUSTAINABLE

Top Reasons Organizations Use Green Power



Source: EPA Green Power Partnership Metrics
www.epa.gov

MEETING YOUR GOALS

As a Berkshire Hathaway Energy company, environmental respect is one of our core principles. We live out a commitment to using natural resources wisely and protecting the earth each and every day. With our experience and extensive resources, MidAmerican Energy Services is uniquely positioned to help your organization with sustainability and renewable energy solutions.

Want to Learn More?

Incorporating renewable energy into your portfolio can be both strategic and economical. We'll take the time to explain options that best align with your goals and objectives.

Your **Powerful** Energy Resource

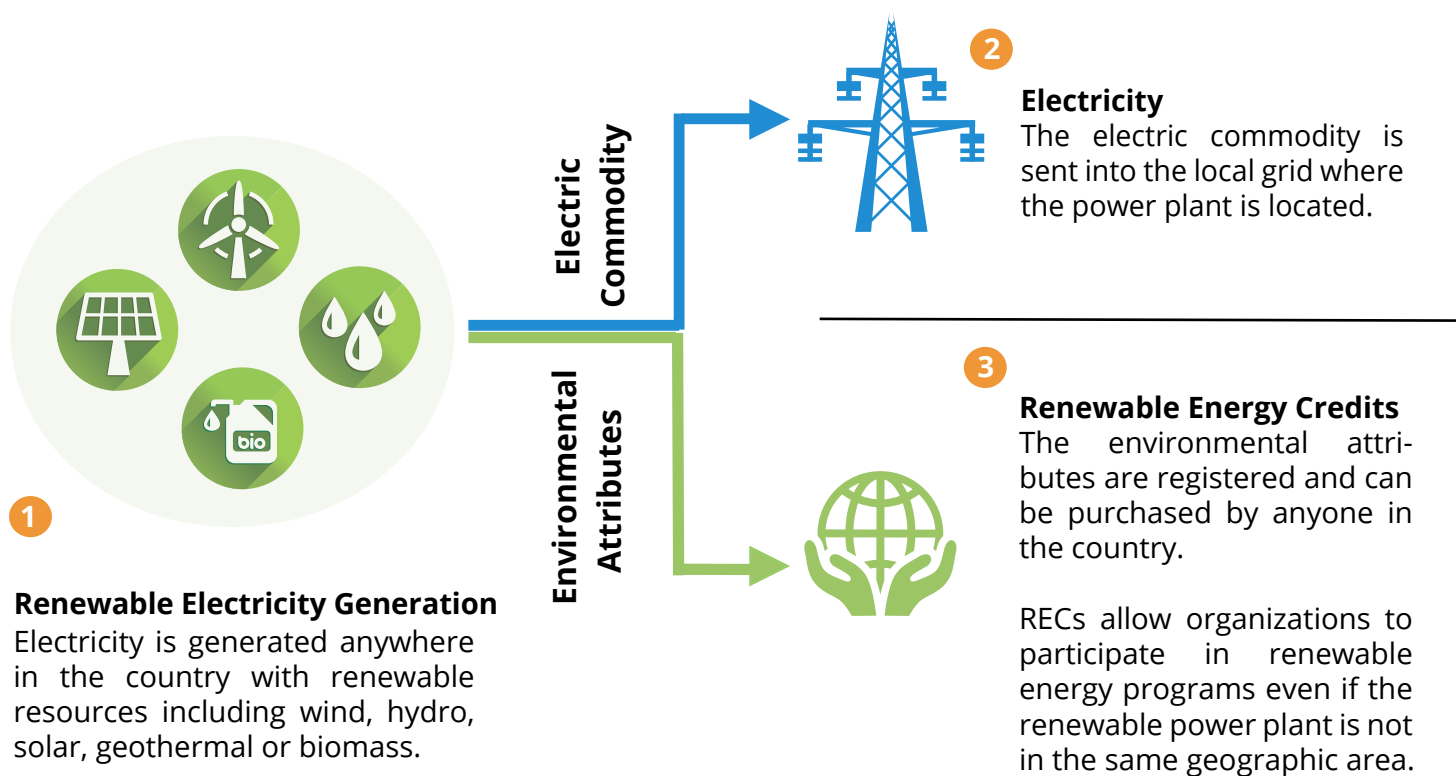


RENEWABLE ENERGY CREDITS

WHAT ARE RENEWABLE ENERGY CREDITS (REC)?

Purchasing renewable energy credits are a convenient and straight forward way to incorporate renewable energy into your electric portfolio. When electricity is produced from a qualified generation source (i.e. wind, solar, etc), a renewable energy credit (REC) is issued to represent that energy. RECs allow organizations to purchase, and receive credit for, the contributions green power makes to the environment.

HOW DO RECS WORK?



Two products are created:

- A) Electric commodity
- B) Renewable energy credit

PURCHASING RECS

RECs can be purchased as part of an electric supply agreement with MidAmerican. Tracking and transparency are a key benefit with this product as it is conveniently billed on your monthly electric invoice as a separate line item. Buying certified RECs may also qualify your organization for recognition through the Environmental Protection Agency's Green Partner Program. Learn more at: www.epa.gov/green-power.

RENEWABLE ENERGY SOLUTIONS

BUY DIRECT

Our renewable energy procurement solution allows you to make a direct purchase of renewable energy from a large scale generator in your local area. Under this solution, you have the power to take a significant step towards your overall sustainability goals.

KEY BENEFITS



Simplicity: You can purchase this product as part of your standard electric supply agreement. No additional contracts or commitment is required.

Green Benefit: Your organization retains 100% of all environmental benefits associated with the renewable energy credits (energy credits are not split and sold separately.)

Environmental Leadership: Reduce greenhouse gas emissions and enhance your reputation as a steward of the environment.

No Capital Investment: Building renewable generation onsite comes with significant capital investment or long-term financing requirements. With MidAmerican's product, your organization has all the benefits of the green power, without the risk of capital costs.

CERTIFICATION

Green-e Energy certifies that MidAmerican Energy Services' Renewable Energy Program meets the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to www.green-e.org.



ENERGY MANAGMENT

KNOWLEDGE IS POWER

Data is key to understanding your energy usage and the best ways to make purchases for your organization. MidAmerican's Energy Manager Assistant portal goes beyond just providing data, it is an interactive tool designed to tell the story of your energy profile.

ENERGY MANAGER ASSISTANT PORTAL



Data at Your Fingertips: We do the analytical work and reporting for you, so you can focus on your core business.

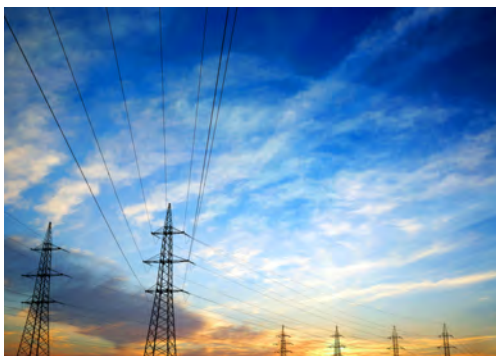
Usage & Costs Trends: Graphical presentation of usage, costs and rate trends so you can easily identify changes over time.

Portfolio & Benchmarking: View and compare facilities on key performance indicators. Monitor where you are spending more on energy costs.

Forecast Future Budgets: Forecast energy budgets out into future years based on current market conditions and changes in regulatory costs.

PRICE RESPONSE AND LOAD MANAGEMENT PROGRAMS

Reducing your energy usage during times of high stress on the grid can provide additional economic benefits to your organization. Both of MidAmerican's programs are free of charge to our customers and you have the flexibility to choose when and how you want to participate.



Demand/PLC Management: As a MidAmerican Energy Services customer, we'll monitor grid conditions and notify you about key times to reduce your demand to potentially lower capacity and transmission costs.

Price Response: Receive a bill credit for reducing usage during periods when there is significant congestion on the grid. Our program is specifically designed for organizations that need flexibility when or if they choose to reduce their usage.



MidAmerican
ENERGY SERVICES, LLC

A Berkshire Hathaway Energy Company

800-432-8574

www.midamericanenergyservices.com

MidAmerican Energy Services, LLC is a licensed retail electric supplier/provider in Delaware (Order 8809), Illinois (15-0440), Maryland (IR-3548), New Jersey (ESL-0184), Ohio (15-1001E), Pennsylvania (A-2015-2496354), Texas (10233) and Washington D.C. (Order 17996). In addition, MidAmerican Energy Services, LLC is a licensed competitive natural gas provider in Iowa (G-0044) and Nebraska (NG-0082) and participates in the Illinois, Michigan and South Dakota markets serving natural gas end-user transportation customers.

Board of Directors Memo

March 24, 2022

SUBJECT: Consider Approval of Resolution R22-03 Approving Budget Revision 2022-09

Recommendation

Staff recommends the Board of Directors approve Resolution R22-03 authorizing a budget revision for the FY2022 operating and capital budget.

Background

The DCTA budget is prepared months in advance of the start of the October 1 fiscal year and not all revenues and expenses can be anticipated at the time of the budget preparation. Therefore, during the fiscal year, it may become necessary to reforecast the annual revenues and expenses and modify the budget by amendment. Amending the budget for material changes will provide a better forecasting and management tool for the Board and DCTA staff.

Previous Board Activity & Action

The FY22 budget was originally adopted on September 23, 2021. This is the ninth budget revision related to the FY22 budget.

Identified Need

In order to improve financial reporting and communicate expected financial results, the revised budget is submitted to the Board for consideration and approval of the attached Budget Revision 2022-09. DCTA's Financial Management Policies require approval of a Board resolution to authorize a budget amendment that increases the total adopted fiscal year budget or moves funds between DCTA and North Texas Mobility Corporation.

Items included in this revision are as follows:

Depreciation:

- Rail assets depreciation has been increased by \$450k due to capitalization of the Positive Train Control project in FY21 ahead of budgeted completion date of 12/31/21, as the project was deemed materially complete for recognition.

Federal Capital Grants:

- Increase of \$80,460 due to the rollover of \$100,575 in capital expense related to the PTC Implementation project which is 80% grant funded.

Capital Project Rollovers:

- Rail Station Canopy Repairs - \$421,072
 - An authorization letter is almost complete for the canopy repairs needed at the Downtown Denton Transit Center rail station. This project will be completed in FY22.
- Positive Train Control Implementation - \$100,575
 - These remaining funds will be used to purchase spare parts – to be complete by December 2022.

- Brownfield Remediation - \$18,552
 - This rollover represents the completion of the Brownfield Remediation project. The Rail O&M facility is located on an unpermitted landfill. In 2019, DCTA began a project to remove surface debris from the vacant property because of safety concerns. DCTA received an Environmental Protection Agency (EPA) grant to complete a Phase 2 Environmental Assessment. The assessment has been completed and found no actionable contaminants other than some restrictions to use of ground water. DCTA has been working with Terracon for this project.
 - Completion of this project was originally anticipated in FY21 but was delayed due to timing of a required Municipal Site Designation from the City of Lewisville and official site close-out with the Texas Commission on Environmental Quality (TCEQ). DCTA anticipates receipt of TCEQ's formal Notice of Decision in April.
- FY 2021 Transportation Reinvestment Program (TRiP):
 - The following are the rollover amounts only:
 - FY21 Transportation Reinvestment Program (Admin Fees) - \$81,444
 - FY21 Transportation Reinvestment Program (Denton) - \$3,419,773
 - FY21 Transportation Reinvestment Program (Highland Village) - \$377,233
 - FY21 Transportation Reinvestment Program (Lewisville) - \$3,833,887

Capital Project Increases:

TRiP program funding for FY22 has been increased by \$2.7M, bringing the overall project to \$9.8M. Project funding for the TRiP program is based on a 15% calculation of the previous year's net available fund balance. Once the FY21 audited financials were adopted by the Board, the long range financial plan was updated to reflect those audited figures which adjusted the net available fund balance.

FY22 Revised TRiP Budget to Include Member City Allocations (A)

	General Program Tasks	CITY OF DENTON	CITY OF HIGHLAND VILLAGE	CITY OF LEWISVILLE	Total
Funding Available to Cities		\$ 4,263,151	\$ 450,500	\$ 5,019,354	\$ 9,733,005
Program/Project Administration	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
Member City Allocation	\$ 100,000	\$ 4,263,151	\$ 450,500	\$ 5,019,354	\$ 9,833,005

Financial Impact

The total budget impact of Budget Revision 2022-09 is a decrease to Net Position of \$11,335,651.

Exhibits

Exhibit 1: Resolution R22-03 with the following exhibits:

Exhibit A: Budget Revision 2022-09

Exhibit B: Change in Net Position (DCTA Only)


Exhibit B-1: Change in Net Position (DCTA & NTMC Combined)

Exhibit C: Long Range Financial Plan

Exhibit 2: Year-to-Date FY22 Budget Revisions



Submitted By: 
Amanda Riddle
Senior Manager of Budget

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

**DENTON COUNTY TRANSPORTATION AUTHORITY
RESOLUTION NO. R22-03**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA) APPROVING FISCAL YEAR 2022 BUDGET REVISION NUMBER 2022-09 REVISED OPERATING & CAPITAL BUDGET, ATTACHED HERETO AS EXHIBITS “A”, “B” AND “C”, RESPECTIVELY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, DCTA budget is a well calculated estimate as to what will be needed for expenditures in the fiscal year; and

WHEREAS, budget estimates are often prepared months in advance of the actual expenditures and the possibility that the actual amount of the expenditure will be known in exact terms at the time of the budget preparation is unlikely; and

WHEREAS, it may become necessary to reforecast the annual expenditures and modify the budget by amendment; and

WHEREAS, the Board of Directors of the DCTA desires to amend the fiscal year 2022 Operating and Capital Budget as set forth in Exhibits “A”, “B” and “C”, respectively.

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

SECTION 1. The Operating and Capital Budget Revision attached hereto as Exhibits “A”, “B” and “C”, respectively, be, and the same is hereby adopted and which shall amend the original budget adopted September 23, 2021, from and after the effective date of this Resolution.

SECTION 2. All provisions of the resolutions of the Board of Directors of the DCTA, 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.

SECTION 3. 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 24TH DAY OF MARCH, 2022.

APPROVED:

Cesar Molina, Chair

ATTEST:

Dianne Costa, Secretary
(03-10-2022:TM 128307)

Exhibit “A”
Budget Revision 2022-09
(to be attached)

DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA)
BUDGET TRANSFER / REVISION REQUEST

TRANSACTION TYPE: Transfer ☐
 Revision ☒

Number: 2022-09

Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
-----------------------------	------------------------------	------------------------------

ADDITIONS TO EXISTING BUDGET

OPERATING EXPENSES:

Depreciation - Rail Assets (620.51335)	\$ 7,685,776	\$ 450,000	\$ 8,135,776
			-

NON-OPERATING REVENUES:

Federal Capital Grants (900.40410)	4,609,056	80,460	4,689,516
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CAPITAL:

CAPITAL PROJECT ROLLOVERS

Canopy Repairs (61723.1)	-	421,072	421,072
Positive Train Control Implementation (61406.1)	597,000	100,575	697,575
Brownfield Remediation (61605)	35,000	18,552	53,552
Transportation Reinvestment Program (TRiP) - FY21 (10702)	-	81,444	81,444
TRiP - Denton FY21 (10702.1)	-	3,419,773	3,419,773
TRiP - Highland Village FY21 (10702.2)	-	377,233	377,233
TRiP - Lewisville FY21 (10702.3)	-	3,833,887	3,833,887

CAPITAL PROJECT INCREASES

Transportation Reinvestment Program (TRiP) - FY22 (10703)	100,000	-	100,000
TRiP - Denton FY22 (10703.1)	3,074,578	1,188,573	4,263,151
TRiP - Highland Village FY22 (10703.2)	324,900	125,600	450,500
TRiP - Lewisville FY22 (10703.3)	3,619,951	1,399,403	5,019,354

Net Position Impact \$ (11,335,651)

EXPLANATION: Operating Expenses:

*Rail assets depreciation has been increased by \$450k due to capitalization of the Positive Train Control project in FY21 ahead of budgeted completion date of 12/31/21, as the project was deemed materially complete for recognition.

Non-Operating Revenues:

*Increase in capital grants related to the PTC capital project rollover.

Capital:

Once the FY21 audit is complete it is necessary to update the Long Range Financial Plan to account for capital & grant adjustments.

*Capital Rollovers - These are capital projects that have delayed timelines. The overall project budgets are NOT increasing.

*Capital Project Increases - With the FY21 audit reconciliation, the ending fund balance is adjusted which in turn adjusts the FY22 TRiP Program budget allocation.

DATE: 3.9.2022

REQUESTED BY:



DATE: 3.10.2022

REVIEWED BY:



Exhibit “B”
Change in Net Position
(to be attached)

DENTON COUNTY TRANSPORTATION AUTHORITY
Change in Net Position

Description	DCTA FY 2022 Adopted Budget	DCTA Completed Budget Revisions	DCTA Proposed Budget Revision 2022-09	DCTA FY 2022 Working Budget
OPERATING REVENUE				
Passenger Revenues (Bus Farebox)	\$ 326,995	\$ 52,667	\$ -	\$ 379,662
Passenger Revenues (Rail Farebox)	262,917	-	-	262,917
Contract Service Revenue	3,915,759	-	-	3,915,759
Total Operating Revenue	4,505,671	52,667	-	4,558,338
OPERATING EXPENSES				
Salary, Wages & Benefits	5,103,643	-	-	5,103,643
Outsourced Services & Charges	4,610,662	547,650	-	5,158,312
Materials & Supplies	2,650,094	130,500	-	2,780,594
Utilities	526,281	-	-	526,281
Insurance	1,635,812	70,240	-	1,706,052
Purchased Transportation Services	16,680,162	392,294	-	17,072,456
Employee Development	235,385	-	-	235,385
Leases & Rentals	139,772	-	-	139,772
Depreciation	10,899,464	-	450,000	11,349,464
Total Operating Expenses	42,481,275	1,140,684	450,000	44,071,959
Operating Income / (Loss)	(37,975,604)	(1,088,017)	(450,000)	(39,513,621)
NON-OPERATING REVENUE / (EXPENSE)				
Investment Income	12,000	-	-	12,000
Misc. Revenues	-	1,027,200	-	1,027,200
Sales Tax Revenue	32,088,804	575,093	-	32,663,897
Federal Grants & Reimbursements	26,390,897	-	80,460	26,471,357
State Grants & Reimbursements	-	-	-	-
Long Term Debt Interest/Expense	(237,800)	-	-	(237,800)
Total Non-Operating Revenue / (Expense)	58,253,901	1,602,293	80,460	59,936,654
Income (Loss) Before Transfers	20,278,297	514,276	(369,540)	20,423,033
Transfers Out	(6,364,715)	(828,352)	-	(7,193,067)
Transfers In	-	-	-	-
Total Transfers	(6,364,715)	(828,352)	-	(7,193,067)
CHANGE IN NET POSITION	\$ 13,913,582	\$ (314,076)	\$ (369,540)	\$ 13,229,966
<i>Transfer to Capital Projects</i>	<i>(15,100,221)</i>	<i>(1,042,200)</i>	<i>(10,966,111)</i>	<i>(27,108,532)</i>
Change in Net Position After Capital Project Transfer	\$ (1,186,639)	\$ (1,356,276)	\$ (11,335,651)	\$ (13,878,566)

DENTON COUNTY TRANSPORTATION AUTHORITY
Change in Net Position

Description	DCTA FY 2022 Adopted Budget	DCTA Completed Budget Revisions	DCTA Proposed Budget Revision 2022-09	DCTA FY 2022 Working Budget	NTMC FY 2022 Adopted Budget	NTMC Completed Budget Revisions	NTMC FY 2022 Working Budget	FY 2022 Adopted Budget	FY 2022 Working Budget
OPERATING REVENUE									
Passenger Revenues (Bus Farebox)	\$ 326,995	\$ 52,667	\$ -	\$ 379,662	\$ -	\$ -	\$ -	\$ 326,995	\$ 379,662
Passenger Revenues (Rail Farebox)	262,917	-	-	262,917	-	-	-	262,917	262,917
Contract Service Revenue	3,915,759	-	-	3,915,759	-	-	-	3,915,759	3,915,759
Total Operating Revenue	4,505,671	52,667	-	4,558,338	-	-	-	4,505,671	4,558,338
OPERATING EXPENSES									
Salary, Wages & Benefits	5,103,643	-	-	5,103,643	5,787,307	802,935	6,590,242	10,890,950	11,693,885
Outsourced Services & Charges	4,610,662	547,650	-	5,158,312	450,970	1,922	452,892	5,061,632	5,611,204
Materials & Supplies	2,650,094	130,500	-	2,780,594	1,936	-	1,936	2,652,030	2,782,530
Utilities	526,281	-	-	526,281	-	-	-	526,281	526,281
Insurance	1,635,812	70,240	-	1,706,052	65,842	23,495	89,337	1,701,654	1,795,389
Purchased Transportation Services	16,680,162	392,294	-	17,072,456	-	-	-	16,680,162	17,072,456
Employee Development	235,385	-	-	235,385	58,660	-	58,660	294,045	294,045
Leases & Rentals	139,772	-	-	139,772	-	-	-	139,772	139,772
Depreciation	10,899,464	-	450,000	11,349,464	-	-	-	10,899,464	11,349,464
Total Operating Expenses	42,481,275	1,140,684	450,000	44,071,959	6,364,715	828,352	7,193,067	48,845,990	51,265,026
Operating Income / (Loss)	(37,975,604)	(1,088,017)	(450,000)	(39,513,621)	(6,364,715)	(828,352)	(7,193,067)	(44,340,319)	(46,706,688)
NON-OPERATING REVENUE / (EXPENSE)									
Investment Income	12,000	-	-	12,000	-	-	-	12,000	12,000
Misc. Revenues	-	1,027,200	-	1,027,200	-	-	-	-	1,027,200
Sales Tax Revenue	32,088,804	575,093	-	32,663,897	-	-	-	32,088,804	32,663,897
Federal Grants & Reimbursements	26,390,897	-	80,460	26,471,357	-	-	-	26,390,897	26,471,357
State Grants & Reimbursements	-	-	-	-	-	-	-	-	-
Long Term Debt Interest/Expense	(237,800)	-	-	(237,800)	-	-	-	(237,800)	(237,800)
Total Non-Operating Revenue / (Expense)	58,253,901	1,602,293	80,460	59,936,654	-	-	-	58,253,901	59,936,654
Income (Loss) Before Transfers	20,278,297	514,276	(369,540)	20,423,033	(6,364,715)	(828,352)	(7,193,067)	13,913,582	13,229,966
Transfers Out	(6,364,715)	(828,352)	-	(7,193,067)	-	-	-	(6,364,715)	(7,193,067)
Transfers In	-	-	-	-	6,364,715	828,352	7,193,067	6,364,715	7,193,067
Total Transfers	(6,364,715)	(828,352)	-	(7,193,067)	6,364,715	828,352	7,193,067	-	-
CHANGE IN NET POSITION	\$ 13,913,582	\$ (314,076)	\$ (369,540)	\$ 13,229,966	\$ -	\$ -	\$ -	\$ 13,913,582	\$ 13,229,966
<i>Transfer to Capital Projects</i>	<i>(15,100,221)</i>	<i>(1,042,200)</i>	<i>(10,966,111)</i>	<i>(27,108,532)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>(15,100,221)</i>	<i>(27,108,532)</i>
Change in Net Position After Capital Project Transfer	\$ (1,186,639)	\$ (1,356,276)	\$ (11,335,651)	\$ (13,878,566)	\$ -	\$ -	\$ -	\$ (1,186,639)	\$ (13,878,566)

**Exhibit “C”
Long Range Financial Plan
(to be attached)**

DENTON COUNTY TRANSPORTATION AUTHORITY
FY22 Revised Budget
Long Range Financial Plan

	Audited 2020*	Audited 2021*	Adopted FY2022	Working FY2022 (With YTD Revisions)	Proposed Pending Revisions	Proposed Revised FY2022	Proposed FY2023	Proposed FY2024	Proposed FY2025	Proposed FY2026	Proposed FY2027	Proposed FY2028	Proposed FY2029	Proposed FY2030	Proposed FY2031	Proposed FY2032	Proposed FY2033	Proposed FY2034	Proposed FY2035	Proposed FY2036	Proposed FY2036	FY2020- FY2036
Beginning Fund Balance:	\$ 34,427,459	\$ 51,474,366	\$ 59,286,617	\$ 78,429,922	\$ -	\$ 78,429,922	\$ 73,335,821	\$ 65,734,367	\$ 59,024,322	\$ 52,948,324	\$ 53,264,268	\$ 54,434,628	\$ 55,024,487	\$ 55,205,461	\$ 54,861,418	\$ 53,466,203	\$ 51,809,611	\$ 52,159,687	\$ 51,094,565	\$ 49,609,870	\$ 34,427,459	
OPERATING REVENUES																						
Bus Operating Revenue	3,760,388	3,189,064	4,242,754	4,295,421	-	4,295,421	4,345,396	4,496,865	4,634,774	4,785,326	4,940,522	5,090,068	5,111,017	5,153,317	5,176,115	5,197,230	5,242,558	5,365,237	5,289,054	5,381,101	81,353,454	
Rail Operating Revenue	452,075	282,291	262,917	262,917	-	262,917	265,546	281,612	284,428	287,272	304,652	307,699	310,776	329,578	332,873	336,202	356,542	360,108	363,709	385,713	5,503,991	
Misc. Revenue	419,978	502,553	-	1,027,200	-	1,027,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,949,730	
NON-OPERATING REVENUES																						
Sales Tax Revenue	29,817,365	35,332,154	32,088,804	32,663,897	-	32,663,897	32,730,580	33,385,192	34,386,747	35,418,350	36,480,900	37,575,327	38,702,587	39,863,665	41,059,575	42,291,362	43,560,103	44,866,906	46,212,913	47,599,300	651,946,924	
Operating Grants	16,843,203	19,633,941	21,781,841	21,781,841	-	21,781,841	17,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	168,482,402	
Investment Income	320,793	31,178	12,000	12,000	-	12,000	66,434	65,734	59,024	52,948	53,264	54,435	55,024	55,205	54,861	53,466	51,810	52,160	51,095	49,610	1,139,042	
TOTAL REVENUES	51,613,802	58,971,181	58,388,316	60,043,276	-	60,043,276	45,281,058	46,102,504	47,238,075	48,416,998	49,652,440	50,900,630	52,052,505	53,274,866	54,496,526	55,751,362	57,084,114	58,417,511	59,789,872	61,288,825	910,375,545	
OPERATING EXPENSES																						
Bus Operating Expense	11,925,879	10,039,787	16,136,775	17,674,461	-	17,674,461	16,968,627	17,455,426	17,805,800	18,385,551	19,208,730	19,969,468	20,593,721	21,484,602	22,061,663	22,858,715	23,718,389	24,437,261	25,608,914	26,496,613	336,693,607	
Rail Operating Expense	13,847,789	13,530,078	15,149,321	15,059,321	-	15,059,321	15,236,232	15,675,160	16,102,864	16,587,455	17,057,216	17,558,776	18,067,616	18,601,655	19,145,106	19,698,601	20,283,463	20,874,086	21,485,703	22,119,108	300,940,228	
G&A Operating Expense	5,462,513	5,896,514	6,760,429	7,281,779	-	7,281,779	7,037,838	6,958,636	7,190,667	7,434,579	7,691,818	7,962,877	8,248,860	8,551,088	8,870,780	9,209,335	9,568,271	9,949,245	10,354,069	10,784,724	138,453,723	
TOTAL OPERATING EXPENSES	31,236,181	29,466,379	38,046,525	40,015,561	-	40,015,561	39,242,697	40,089,223	41,109,330	42,407,765	43,957,764	45,491,071	46,910,197	48,637,343	50,077,549	51,766,651	53,570,123	55,260,592	57,448,686	59,400,445	776,087,557	
NET INCOME	20,377,621	29,504,801	20,341,791	20,027,715	-	-	6,038,361	6,013,281	6,128,745	6,009,233	5,694,676	5,409,559	5,142,308	4,637,523	4,418,977	3,984,710	3,513,991	3,156,919	2,341,186	1,888,380	134,287,988	
CAPITAL OUTLAY & MAJOR MAINTENANCE																						
Bus Capital	43,937	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	43,937	
Bus Fleet Replacement	(74,732)	1,053,712	-	-	-	-	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	17,778,980	
Professional Services / Technology Improvements	100,453	-	496,000	496,000	-	496,000	300,000	350,000	80,000	-	45,000	-	350,000	80,000	-	45,000	-	350,000	80,000	-	2,276,453	
Transit Safety Improvements	125,607	10,095	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	135,702	
Hike & Bike Trails	672,635	(18,151)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	654,484	
Major Maintenance Items - Rail	-	-	1,836,442	1,836,442	421,072	2,257,514	1,859,543	2,034,860	2,897,164	3,327,187	2,109,209	2,450,921	2,244,169	2,531,313	3,446,188	3,310,859	2,783,914	3,492,042	3,365,880	2,879,918	40,810,681	
Major Maintenance Items - Bus	-	-	179,530	179,530	-	179,530	200,000	264,203	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	3,043,733	
Positive Train Control	793,101	109,080	5,448,820	5,448,820	100,575	5,549,395	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,451,576	
Infrastructure Acquisition - Old Town	2,363,256	11,745	-	-	-	-	634,981	-	-	-	-	-	-	-	-	-	-	-	-	-	3,009,982	
Brownfield Remediation	-	-	20,000	35,000	18,552	53,552	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53,552	
Joint Rail Operations Facility (JROF)	-	-	-	1,027,200	-	1,027,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,027,200	
Transportation Reinvestment Program (TRIP)	-	-	7,119,429	7,119,429	10,425,913	17,545,342	9,005,954	7,901,965	6,860,767	-	-	-	-	-	-	-	-	-	-	-	41,314,028	
TOTAL CAPITAL OUTLAY & MAJOR MAINTENANCE	4,024,256	1,166,481	15,100,221	16,142,421	10,966,111	27,108,532	13,200,478	11,751,028	11,237,931	4,727,187	3,554,209	3,850,921	3,994,169	4,011,313	4,846,188	4,575,859	4,183,914	5,242,042	4,845,880	4,279,918	116,600,308	
TOTAL CAPITAL, MAINTENANCE AND OPERATING EXPENSES	35,260,437	30,632,860	53,146,746	56,157,982	10,966,111	67,124,093	52,443,175	51,840,251	52,347,262	47,134,952	47,511,973	49,341,992	50,904,367	52,648,656	54,923,736	56,342,510	57,754,037	60,502,634	62,294,566	63,680,363	892,687,864	
CAPITAL SOURCES																						
Proceeds from Debt Issuance	-	260,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	260,000	
Capital Grants	1,158,851	1,409,423	4,609,056	4,609,056	80,460	4,689,516	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	21,537,790	
Capital Grants - Old Town	2,313,825	-	-	-	-	-	528,100	-	-	-	-	-	-	-	-	-	-	-	-	-	2,841,925	
TOTAL CAPITAL SOURCES	3,472,676	1,669,423	4,609,056	4,609,056	80,460	4,689,516	1,548,100	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	24,639,715	
DEBT SERVICE																						
2009 Series Refunding Bonds	1,715,209	90,475	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,805,684	
2011 Series Contractual Obligations	1,063,925	1,094,789	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,158,714	
2020 Series Refunding Bonds	-	1,794,775	1,712,800	1,712,800	-	1,712,800	986,278	967,467	948,755	930,142	916,628	898,163	874,798	861,581	833,413	2,085,444	-	-	-	-	13,810,240	
2021 Series Refunding Bonds	-	72,147	990,000	990,000	-	990,000	1,001,160	1,024,832	1,038,056	1,055,960	1,073,480	1,090,616	1,112,368	1,128,672	1,154,592	-	-	-	-	-	10,741,883	
TOTAL DEBT SERVICE	2,779,134	3,052,187	2,702,800	2,702,800	-	2,702,800	1,987,438	1,992,299	1,986,811	1,986,102	1,990,108	1,988,779	1,987,166	1,990,253	1,988,005	2,085,444	-	-	-	-	28,516,522	
Internal Debt Service Coverage	7.33	9.67	7.53	7.41	-	-	3.04	3.02	3.08	3.03	2.86	2.72	2.59	2.33	2.22	1.91	N/A	N/A	N/A	N/A	-	
Outstanding Bond Principal as of September 30th	23,360,000	21,265,000	18,800,000	18,800,000	-	18,800,000	17,025,000	15,225,000	13,410,000	11,575,000	9,715,000	7,835,000	5,935,000	4,010,000	2,065,000	-	-	-	-	-	48,238,333	
ENDING FUND BALANCE	51,474,366	78,429,922	66,434,443	84,221,472	-	73,335,821	65,734,367	59,024,322	52,948,324	53,264,268	54,434,628	55,024,487	55,205,461	54,861,418	53,466,203	51,809,611	52,159,687	51,094,565	49,609,870	48,238,333	48,238,333	
Less Required Fund Balance (O&M Reserve Policy)	7,809,045	7,366,595	9,511,631	10,003,890	-	10,003,890	9,810,674	10,022,306	10,277,333	10,601,941	10,989,441	11,372,768	11,727,549	12,159,338	12,519,387	12,941,663	13,392,531	13,815,148	14,362,171	14,850,711	-	
Less Sales Tax Stabilization Fund	894,521	1,059,965	962,664	979,917	-	979,917	981,917	1,001,556	1,031,602	1,062,550	1,094,427	1,127,260	1,161,078	1,195,910	1,231,787	1,268,741	1,306,803	1,346,007	1,386,387	1,427,976	-	
Less Capital Infrastructure Fund	450,000	450,000	286,189	299,822	-	312,332	262,009	262,009	262,009	262,009	262,009	262,009	262,009	262,009	262,009	262,009	262,009	262,009	262,009	262,009	-	
Less Capital/Infrastructure Fund	4,000,000	4,000,000	2,000,000	2,000,000	-	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	-	
NET AVAILABLE FUND BALANCE	\$ 38,320,799	\$ 65,553,363	\$ 53,675,959	\$ 70,937,843	-	\$ 60,039,692	\$ 52,679,766	\$ 45,738,452	\$ 39,377,381	\$ 39,337,768	\$ 40,088,751	\$ 40,262,451	\$ 40,054,825	\$ 39,244,164	\$ 37,453,020	\$ 35,337,199	\$ 35,198,345	\$ 33,671,401	\$ 31,599,303	\$ 29,698,234	-	

As of March 24, 2022

YEAR-TO-DATE FY22 BUDGET REVISIONS

DCTA 2022-01 (Presented to DCTA Board October 28, 2021)

Approved by DCTA Board in October; Completed

			Current Budget Amount		Budget Revision Amount		Adjusted Budget Amount
<u>OPERATING REVENUES:</u>							
<i>Bus Operations</i>	537.40100	Passenger Revenues	\$ 71,399	\$	1,565	\$	72,964
<u>OPERATING EXPENSES:</u>							
	G&A 180.50309	Professional Services	194,000		25,650		219,650
	180.50440	Computer Materials & Supplies	40,000		48,700		88,700
<i>Bus Operations</i>	537.50810	Purchased Transportation	1,934,580		150,094		2,084,674
			<i>Net Position Impact</i>		\$	(222,879)	

DCTA 2022-02 (Presented to DCTA Board December 2, 2021)

Approved by DCTA Board in December; Completed

			Current Budget Amount		Budget Revision Amount		Adjusted Budget Amount
<u>NON-OPERATING REVENUES:</u>							
	900.40300	Sales Tax Revenue	\$ 32,088,804	\$	575,093	\$	32,663,897
			<i>Net Position Impact</i>		\$	575,093	

DCTA 2022-03 (Presented to DCTA Board December 2, 2021)

Approved by DCTA Board in December; Completed

			Current Budget Amount		Budget Revision Amount		Adjusted Budget Amount
<u>OPERATING REVENUES:</u>							
<i>Bus Operations</i>	511.40100	Passenger Revenues	\$ 62,763	\$	51,102	\$	113,865
<u>OPERATING EXPENSES:</u>							
<i>Bus Operations</i>	511.50410	Fuel	108,684		171,800		280,484
	511.50635	Auto Liability Insurance	40,601		70,240		110,841
<u>DCTA TRANSFER OUT TO NTMC OPERATING BUDGET:</u>							
<i>Bus Operations</i>	711.501/502	Salaries & Benefits	502,676		802,935		1,305,611
	711.50306	Uniforms	2,219		1,922		4,141
	711.50630	Workers Compensation Insurance	6,390		23,495		29,885
			<i>Net Position Impact</i>		\$	(1,019,290)	

DCTA 2022-04 (Presented to DCTA Board December 2, 2021)

Approved by DCTA Board in January; Completed

			Current Budget Amount		Budget Revision Amount		Adjusted Budget Amount
<u>CAPITAL:</u>							
		TRiP Program - FY22 (10703)	\$ 7,119,429	\$	(7,019,429)	\$	100,000
		TRiP Program FY22 - Denton (10703.1)	-		3,074,578		3,074,578
		TRiP Program FY22 - Highland Village (10703.2)	-		324,900		324,900
		TRiP Program FY22 - Lewisville (10703.3)	-		3,619,951		3,619,951
			<i>Net Position Impact</i>		\$	-	

DCTA 2022-05 (Presented to DCTA Board January 27, 2022)					
<i>*Approved by DCTA Board in January; Completed*</i>					
			Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
<u>OPERATING EXPENSES:</u>					
G&A	110.50309	Professional Services	\$ 302,668	\$ 447,000	\$ 749,668
			<hr/>		
			Net Position Impact	\$	(447,000)
NTMC 2022-N001 (Presented to NTMC Board January 26, 2022)					
<i>*Approved by NTMC Board in January; Completed*</i>					
			Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
<u>OPERATING EXPENSES:</u>					
Bus Operations	711.501/502	Salaries & Benefits	\$ 502,676	\$ 802,935	\$ 1,305,611
	711.50306	Uniforms	2,219	1,922	4,141
	711.50630	Workers Compensation Insurance	6,390	23,495	29,885
<u>NTMC TRANSFER IN FROM DCTA OPERATING BUDGET:</u>					
Bus Operations	711.501/502	Transfers In	6,364,715	828,352	7,193,067
			<hr/>		
			Net Position Impact	\$	-
DCTA 2022-06 (Presented to DCTA Board February 24, 2022)					
<i>*Budget Transfer - No Approval Necessary; Completed*</i>					
			Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
<u>OPERATING EXPENSES:</u>					
Bus Operations	500.50318	Facilities Maintenance	\$ 236,380	\$ (32,900)	\$ 203,480
	590.50318	Facilities Maintenance	17,100	32,900	50,000
Rail Operations	620.50410	Fuel	1,101,600	(15,000)	1,086,600
<u>CAPITAL:</u>					
	61605	Brownfield Remediation	405,000	15,000	420,000
			<hr/>		
			Net Position Impact	\$	-
DCTA 2022-07 (Presented to DCTA Board March 7, 2022)					
<i>*Approved by DCTA Board March 7th; Completed*</i>					
			Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
<u>OPERATING EXPENSES:</u>					
Bus Operations	535.50810	Purchased Transportation	\$ 3,173,172	\$ 145,320	\$ 3,318,492
	536.50810	Purchased Transportation	227,616	16,954	244,570
	537.50810	Purchased Transportation	2,084,674	79,926	2,164,600
<u>NON-OPERATING REVENUES:</u>					
Rail Operations	620.40235	Refunds & Reimbursements	-	1,027,200	1,027,200
<u>CAPITAL:</u>					
	61302	Joint Rail Operations Facility (JROF)	-	1,027,200	1,027,200
			<hr/>		
			Net Position Impact	\$	(242,200)

DCTA 2022-08 (Presented to DCTA Board March 24, 2022)

Budget Transfer - No Approval Necessary; Completed

				Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
<u>OPERATING EXPENSES:</u>						
<i>Bus Operations</i>	500.50309	Professional Services	\$	379,000	\$ 75,000	\$ 454,000
<i>Rail Operations</i>	620.50410	Fuel		1,086,600	(75,000)	1,011,600
				<hr/>		
<i>Net Position Impact</i>				\$	-	



Board of Directors Memo

March 24, 2022

SUBJECT: Discuss Status of Joint Rail Operations Facility (JROF) Project Development

Recommendation

This is an informational item. No Board action is required.

Background

DCTA operates passenger rail service on a rail corridor owned by Dallas Area Rapid Transit (DART) pursuant to a Transportation Access and Easement Agreement executed between the parties dated May 25, 2010, which sets forth the terms and conditions of DCTA's use of the DART Corridor. Additionally, DCTA and DART have maintained an Interlocal Agreement (ILA) for Shared Services which mutually benefits the residents of the respective service areas and enables the parties to collaborate in providing passenger rail service. This agreement was amended and approved by the DCTA Board of Directors at the November 2020 Board meeting.

The DART and DCTA Boards approved an ILA between DCTA and DART at the October 2021 Board Meeting to proceed with a regional Joint Rail Operations Facility (JROF) at the site of the DCTA Rail Operations Maintenance Facility (ROMF) that will support equipment for DART's new Silver Line service. The ILA was executed on November 18, 2021. The ILA stipulates that *DCTA will procure the design and construction for the OMF expansion* (Para 3.2) and *DART will fund the OMF capital expansion and agrees to pay DCTA all fair and reasonable expense incurred by DCTA to deliver the capital expansion...* (Para 3.8)

DCTA initiated design of the JROF project with a kickoff meeting on February 16, 2022, to define requirements. A second meeting was held on February 8, 2022, to refine and evaluate alternatives. The purpose of this discussion is to provide the board an overview of the alternatives under consideration.

Previous Board Activity

At the January 2022 Board meeting, the Board approved Draw #1 from DCTA to DART, execution of a Task Order with Jacobs Engineering for preliminary design services, and authority to execute future design Task Orders to complete the project.

Identified Need

No action is required.

Exhibits

None.

Submitted By:

Paul A. Cristina, Deputy CEO

Board of Directors Memo

March 24, 2022

SUBJECT: Discuss and Consider Approval of Funds Transfer from Dallas Area Rapid Transit (DART) and execution Task Order with Lockwood, Andrews, and Newnam, Inc. (LAN) for Quality Compliance and Project Management Support Services

Recommendation

Staff recommends:

- The Board of Directors approve Deputy CEO transmittal of the Account Receivable Letter (Exhibit 1) to DART to transfer funds in the amount of \$1,767,640 from DART to DCTA.
- The Board of Directors approve a task order with LAN in the amount of \$233,539 for Quality Assurance and Program Management Support Services (Exhibit 2).
- The Board of Directors authorize staff to execute future Task Orders or Agreements under a not-to-exceed total of \$2,794,840 for work required to bring the project through final design.

Background

DCTA operates passenger rail service on a rail corridor owned by Dallas Area Rapid Transit (DART) pursuant to a Transportation Access and Easement Agreement executed between the parties dated May 25, 2010, which sets forth the terms and conditions of DCTA's use of the DART Corridor. Additionally, DCTA and DART have maintained an Interlocal Agreement (ILA) for Shared Services which mutually benefits the residents of the respective service areas and enables the parties to collaborate in providing passenger rail service. This agreement was amended and approved by the DCTA Board of Directors at the November 2020 Board meeting.

The DART and DCTA boards approved an ILA between DCTA and DART at the October 2021 Board Meeting to proceed with a regional Joint Rail Operations Facility (JROF) at the site of the DCTA Rail Operations Maintenance Facility (ROMF) that will support equipment for DART's new Silver Line service. The ILA was executed on November 18, 2021. The ILA stipulates that *DCTA will procure the design and construction for the OMF expansion* (Para 3.2) and *DART will fund the OMF capital expansion and agrees to pay DCTA all fair and reasonable expense incurred by DCTA to deliver the capital expansion...* (Para 3.8)

Preliminary design of the facility is now underway following the Board's approval of Draw #1 from DCTA to DART in the amount of \$1,027,200 and execution of a Task Order for preliminary design services with Jacobs Engineering. Upon approval of this Item, Draw #2, DCTA will be authorized to receive the total budget for Project "Soft Costs" and "Environmental" as identified in the Interlocal Agreement between DCTA and DART (Exhibit 3). The tabulation of received funds in Draw #1 and requested funds in Draw #2 is provided below.

DRAW #	AMOUNT	LINE ITEMS
1	\$ 1,027,200	4XX - Design Services
2	\$ 171,200	100 - Procurement
	\$ 171,200	111 - Quality Compliance
	\$ 171,200	113 - Safety Certification and Compliance
	\$ 856,000	120 - Project / Construction Management
	\$ 171,200	395 - Insurance
	\$ 226,840	Environmental
	\$ 1,767,640	SUBTOTAL, DRAW 2
	\$ 2,794,840	GRAND TOTAL, DRAWS 1 & 2

Previous Board Activity

At the January 2022 Board meeting, the Board approved Draw #1 from DCTA to DART in the amount of \$1,027,200, execution of a Task Order with Jacobs Engineering for preliminary design services, and authority to execute future design Task Orders to complete the project.

Identified Need

Board Approval of:

- Transmittal of Accounts Receivable Letter to enable receipt of DART funds, in amount of \$1,767,640, for remainder of the "Soft Costs" on the project.
- Execution of initial task order with LAN in the amount of \$233,539 to provide Quality Compliance and Project Management services.
- Staff execution of future Task Orders or Agreements as required to complete design and pre-construction services at a total value not to exceed \$2,794,840, the total amount of funding provided by DART in Draw #1 and Draw #2.

Exhibits

1. Accounts Receivable Letter
2. LAN Scope of Work – Exhibit A
3. DCTA – DART Interlocal Agreement, Exhibit 2

Submitted By: _____



Paul A. Cristina, Deputy CEO



March XX, 2022

Ms. Dee Leggett
Executive Vice President, Growth and Regional Development
Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-0163

RE: Joint Rail Operations Facility Funding (JROF) Draw #2 – Soft Costs Remainder

Dear Mrs. Leggett:

DCTA and DART executed an Interlocal Agreement (ILA) on November 18th to facilitate development of a Joint Rail Operations Facility (JROF) through the expansion of DCTA's existing Rail Operations and Maintenance Facility. The JROF will house rail vehicle maintenance for DART's Silver Line equipment alongside the DCTA's existing A-Train maintenance operation. The ILA contemplates that DCTA will procure design and construction services for the JROF and provide project management and oversight. The ILA further defines that DART will fund the JROF project so that DCTA does not incur any financial liability. Exhibit 2 of the ILA, the "JROF Proposed Project Baseline Budget," is attached to this letter as reference.

As you recall, DART transferred \$1,027,200 from the JROF project budget to initiate preliminary design activities through a task order with Jacobs Engineering. That work began with a kickoff meeting on February 16th and is now underway.

The purpose of this letter is to request a second draw of funding from the JROF project budget for the remainder of the "soft costs" related to the project. This draw of funding in the amount of \$1,767,640 will enable DCTA to engage Lockwood, Andrews & Newnam, Inc. (LAN), one of our on-call design firms, to provide Quality Compliance and Project Management support through the design phase of the project. Their Task Order is attached to this letter for reference, in the amount of \$233,539. This draw also gives DCTA the funds needed to execute additional support work as the design and construction of the project progress through completion. This draw brings the total amount of funds transferred from DART to DCTA for this project to \$2,794,840, per the table below.

DRAW #	AMOUNT	LINE ITEMS
1	\$ 1,027,200	4XX - Design Services
2	\$ 171,200	100 - Procurement
	\$ 171,200	111 - Quality Compliance
	\$ 171,200	113 - Safety Certification and Compliance
	\$ 856,000	120 - Project / Construction Management
	\$ 171,200	395 - Insurance
	\$ 226,840	Environmental
	\$ 1,767,640	SUBTOTAL, DRAW 2
	\$ 2,794,840	GRAND TOTAL, DRAWS 1 & 2



DCTA will engage LAN upon receipt of funds from DART. DCTA will provide you an update prior to undertaking any additional services that utilize these funds. DCTA will remit unused funds, if any, back to DART at the end of the design phase. Acceptance of this Letter Agreement does not alter or supersede any terms within our prior letter transmitted by DCTA on January 28, 2022, and signed by Mr. Todd Plesko on February 3, 2022..

If you agree with the terms and conditions outlined herein, please acknowledge by signing below. Should you have any questions, comments or concerns, do not hesitate to contact me directly at 817-403-7427 or pcristina@dcta.net.

Sincerely,

Paul A. Cristina
Deputy Chief Executive Officer

Agreed to and accepted by DART, this ____ day of March, 2022.

Signature, Dallas Area Rapid Transit

cc: Todd Plesko, DART
Tom Lebeau, WSP / DART



EXHIBIT A

QUALITY ASSURANCE AND PROJECT MANAGEMENT SUPPORT SCOPE OF SERVICES

DEFINITIONS

- A. Owner: Denton County Transportation Authority (DCTA)
- B. Design Consultant: Jacobs Engineering
- C. Quality Assurance Manager (QA Manager): Architect or Engineer retained by the Owner to monitor quality control performance of Design Consultant and provide guidance on meeting quality standards, project schedule and project costs to minimize Owner's risk
- D. Quality Assurance Review Team: Architects or Engineers subject matter (electrical, mechanical, structural, track, equipment, vehicle) experts working under the direction of the Quality Assurance Manager to completed specific plans, specifications, estimates or schedule reviews and provide guidance or direction to meet Owner's quality standards
- E. Quality Assurance: Planned and systematic actions taken to provide confidence that Design Consultant has adequate systems and processes in place to ensure the structures, systems, and components of the project meets the Owner's requirements and standards
- F. On-Call: Perform requested Quality Assurance or Program Management Support service or services depicted in this Agreement within the time specified in the written request from the Owner, for a cost to be reimbursed to the QA Manager according to the rate of those completing the task.
- G. Project: Expansion of Owners Rail Operations and Maintenance Facility in Lewisville, Texas

GENERAL INFORMATION / BACKGROUND

- A. General: DCTA has formed a Interlocal Agreement (ILA) with Dallas Area Rapid Transit (DART) to provide a rail operations, service, and maintenance facility for the DART Silver Line vehicles. The existing DCTA Rail Operations and Maintenance Facility (Facility) will be expanded to provide Silver Line maintenance functions, related operations, administration, and storage. The existing facility located in Lewisville, Texas will be expanded by approximately 22,000 SF to accommodate the Silver Line operations and maintenance functions (the Project). Maintenance functions will be by separate contractors in the same facility with shared fueling, wash and maintenance bays. The ILA contains a "Proposed Project Baseline Budget" of \$12,049,912 for construction of the expansion, inclusive of "hard" and "soft" costs. The construction budget for the project is \$9.073M, inclusive of all escalators and contingencies. Additionally, the ILA identifies the delivery date of the Joint Rail Operations Facility (JROF) facility as March 2024.
- B. Jacobs Engineering Group, Inc. (Design Consultant) has been retained by DCTA to prepare plans, specifications and estimate of probably costs to construct the Facility modification in compliance with the DCTA – DART ILA.



C. Design Consultant duties include, but may not be limited to:

- a) Develop an Architectural Base Plan
- b) Space Needs Assessment
- c) Design Criteria Document
- d) Required Equipment List
- e) Conceptual Facility / Yard Layout
- f) Stakeholders Meetings and Final Program Report
- g) Schematic 30% Design
 - (1) Design Report
 - (2) 3D Study Models and Perspectives
 - (3) Estimate of Probable Costs
 - (4) Preliminary Equipment List
- h) 65% Design Plan Development
 - (1) Site / Trackwork Layout
 - (2) Conceptual Constructability / Phasing Plan
 - (3) Conceptual Cost Estimate
 - (4) Stakeholder Meeting
 - (5) Conceptual Design Report
- i) Contract Documents (95% Submittal)
 - (1) 95% Contract Documents
 - (2) 95% Technical Specifications
 - (3) Division 1 Technical Specifications (Prepared by DCTA and Jacobs)
 - (4) Division 2 - 16 Technical Specifications
 - (5) Schedules
 - (6) Update of Design Report
 - (7) Final Illustrative Drawings (1 rendering)
 - (8) Estimate of Probable Construction Costs
- j) Invitation for Bid Documents (100% submittal)

D. Design Consultant will provide an internal Quality Control process to meet the scope of services requirements from preliminary design through 100% Invitation for Bid Documents.

SCOPE OF SERVICES

LAN will provide Quality Assurance and Program Management support services to represent the Owner's interest, to provide guidance to meet the Owner's value expectations and assist to minimize the Owner's risk in completing the subject project in accordance with terms of the DCTA / DART ILA. Owner will notify



the QA Manager in writing of the on-call services to be performed and the schedule of performance at the time of initiating requested services from the QA Manager.

More specifically:

A. Duties of QA Manager:

- a) **Perform drawing quality assurance**
 - (1) Assemble Quality Control Review Team to review, in detail, all drawings and specifications to ensure compliance with all applicable Requirements and Construction Standards
 - (2) Review Design Team quality control process documentation with each milestone submittal
 - (3) Process and carefully review (in conjunction with the Design Consultant) all submittals, to provide guidance in the design phase to meet constructability requirements
 - (4) Perform quality design review, at established submission milestones, of the drawings and specifications in concert with the Owner's team when requested by the Owner
 - (5) Review all program specifications to be certain the project meets the Owner's needs and long-term maintenance expectations and advise the Owner on value engineering opportunities
- b) **Value engineering**
 - (1) Identify and communicate opportunities to reduce overall project delivery and facility O&M costs during review process.
- c) **Cost Estimate Validation**
 - (1) Review and validate cost estimates to confirm unit prices are reasonable and overall program cost is within the limits established by the Owner. Identify options to reduce costs, as necessary, to maintain project budget.
- d) **Independent Cost Estimating (if required) – exercise services of an independent cost estimating firm to estimate costs of the project at various stages of design.**
 - (1) QA Manager's opinions of probable Construction Cost provided for herein are to be made on the basis of QA Manager's experience and qualifications and represent QA Manager's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since QA Manager has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, QA Manager cannot and does not guarantee that proposals, bids or actual Construction Cost will not



vary from opinions of probable Construction Cost prepared by QA Manager.

- e) **Establish document controls system and manage use of the system by project teammates.**
 - (1) Provide the Owner with appropriate administrative support during the entirety of the program
 - (2) Ensure Design Consultant's maintenance of the project correspondence record, record of key project decisions, and various versions of design and bid documents

- f) **Budget Management**
 - (1) Review project budgets developed to date. Refine and develop a detailed preliminary Master Project Budget for the project, including funds expended against project budget and funding provided by DART. The Master Project Budget is intended to capture all costs of the project, serve as a reporting tool and enable control of all project costs. This Master Project Budget will become the base project cost model. Actual project cost control will be coordinated with Owner. QA Manager will maintain data on approved budget changes, commitments, expenditures to date and remaining budget amounts in a format consistent with Owner requirements and provide the Owner with monthly budget, cost, and business reports for the project, forecasting problems and providing recommendations for remedial action

- g) **Change Management**
 - (1) When design or programmatic changes are made and approved by the Owner, any deviations from the quality specifications contained in the Owner's Technical Specifications and Construction Standards document will be conspicuously noted.
 - (2) Review, analyze, and make recommendations regarding cost, schedule, and quality impacts of all changes in scope submitted for consideration by the Owner Representative, by the Design Team

- h) **Attend project design / stakeholder meetings**
 - (1) Make presentations to and answer questions from project stakeholders. The Owner will approve any information before it is made available to the public.



Owner Responsibilities

- A. Provide and update information regarding requirements for, and limitations on, the Project in a timely manner, objectives, schedule constraints and criteria, and site requirements; and any other information required for the QA Manager to perform its services.
- B. Communicate the responsibilities and authority, and limits thereof, of the QA Manager to the Owner's officers, directors, partners, employees, agents and Owner's other Consultants and Contractors and enforce compliance with authorities granted to the QA Manager.
- C. Identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the QA Manager's services.
- D. The Owner shall require all contractors to name the QA Manager and its consultants as Additional Insureds on all insurance policies where available.
- E. Furnish tests, inspections, and reports required by law or the Project, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- F. Furnish all legal, insurance, financing, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- G. Provide the QA Manager access to the Project site and other facilities under the Owner's control and associated with the Project. The Owner shall obligate its contractors to provide the QA Manager access to the Project site wherever Work is in preparation or progress.
- H. The Owner agrees not to solicit or hire the QA Manager's employees who are involved with the Project prior to one year after completion of the Project.
- I. Permit the QA Manager to include photographs, videos and audio of the Project among the QA Manager's promotional and professional materials.

EXCLUSIONS

- A. Construction Administration (NOT INCLUDED IN THIS SCOPE)
 - a) The QA Manager shall not be required to visit the project site to observe the progress and quality of the Work completed by the Contractor.
 - b) If the Owner desires more extensive project observation or full-time project representation, the Owner shall request that such services be provided by the QA Manager as Additional Services in accordance with the terms of this agreement.
 - c) The QA Manager shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights



and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

d) The QA Manager shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The QA Manager does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

FEE

- A. For services of QA Manager's principals and employees engaged directly on the Project performed or furnished, an amount equal to QA Manager's direct labor cost times a factor of 3.2. Direct Labor Cost means salaries and wages (basic, premium and incentive) paid to personnel, but does not include indirect payroll related costs or fringe benefits.
- B. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the QA Manager and the QA Manager's consultants (if any) directly related to the Program, as follows:
 - a) **If authorized in advance by the Owner**
 - (1) Program Management Information System Software
 - (2) Customization of the Program Management Information System
 - (3) Site office expenses
 - (4) Fees paid for securing approval of authorities having jurisdiction over the projects
 - (5) Fees paid for testing, surveys or other data obtained at the request of the Owner
 - (6) Professional photography and presentation materials
 - (7) Reproduction costs for contract documents
 - (8) Expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the QA Manager or QA Manager's consultants
 - (9) Out-of-town travel, lodging and meals
 - (10) Other similar Program-related expenses
 - b) **Not requiring authorization in advance by the Owner**
 - (1) Transportation to and from Owner facilities
 - (2) Lodging
 - (3) Meals



- (4) Long distance services, dedicated data and communication services, teleconferences
- (5) Printing, reproductions, plots, standard form documents
- (6) Postage, handling, and delivery
- (7) Other similar Program-related expenditures



**Lockwood, Andrews
& Newnam, Inc.**

**DCTA
On-Call Quality Assurance Manager Task Order**

ENGINEERING FEE ESTIMATE

1-Mar-22

		HOURS												
	DESCRIPTION	PRINCIPAL	PROJECT MANAGER	QUALITY ASSURANCE MANAGER	SENIOR ELECTRICAL ENGINEER	SENIOR MECHANICAL ENGINEER	SENIOR STRUCTURAL ENGINEER	SENIOR RAILROAD ENGINEER	TRAIN EQUIPMENT ADVISOR	ASSIST	SUB- CONSULTS	EXPENSES	TOTAL	
Overall Task Order Management														
	Project Kickoff Meeting		8	8									\$ 3,928.00	
	>Review Project Objectives		1	4									\$ 1,202.00	
	>Discuss Project Schedule		1	4									\$ 1,202.00	
	>Prepare meeting minutes		2	2									\$ 982.00	
	>Travel (up to 8 meetings)		16	16								\$500.00	\$ 8,356.00	
	Monthly invoices & Progress Report		8	8									\$ 3,928.00	
	Monthly PM Duties (work plan,schedule,etc)	4	16	4									\$ 6,332.00	
Quality Assurance / Project Management Support														
	Value Engineering review of project cost			40	12	12	12	12	12	4			\$ 27,180.00	
	Cost Estimate Validation			40	12	12	12	12	12	4		\$165.00	\$ 27,345.00	
	Submittal Document Control Organization			40									\$ 9,480.00	
	Budget Management Review			40									\$ 9,480.00	
	Change Management			40									\$ 9,480.00	
	Attend project / stakeholder meetings		4	4	4	4	4	4	4				\$ 7,684.00	
30% Milestone Submittal														
	Review Drawings, Design Report, Estimate of Probable Cost, Review for value opportunities			20	8	8	8	8	16	4			\$ 19,728.00	
	Submittal Document Control			20									\$ 4,740.00	
	Meet with Design Team to Discuss Review Comments		4	8	4	4	4	4	4				\$ 8,632.00	
65% Milestone Submittal														
	Review Drawings, Design Report, Estimate of Probable Cost, Review for value opportunities			20	8	8	8	8	8	4			\$ 16,720.00	
	Submittal Document Control			20									\$ 4,740.00	
	Meet with Design Team to Discuss Review Comments		4	4	4	4	4	4	4				\$ 7,684.00	
95% Milestone Submittal														
	Review Drawings, Design Report, Estimate of Probable Cost, Review for value opportunities			20	8	8	8	8	8	4			\$ 16,720.00	
	Submittal Document Control			20									\$ 4,740.00	
	Meet with Design Team to Discuss Review Comments		4	4	4	4	4	4	4				\$ 7,684.00	
Invitatin for Bids Docs Milestone Submittal														
	Review Drawings, Design Report, Estimate of Probable Cost, Review for value opportunities			12	8	8	8	8	8	4			\$ 14,824.00	
	Submittal Document Control			12									\$ 2,844.00	
	Project close-out, completed submittal document control and archive; provide final comments on est to complete	2	4	24						4			\$ 7,904.00	
													\$ -	
TOTALS:		6	72	434	72	72	72	72	80	28	\$ -	\$ 665.00	\$ 233,539.00	

HOURLY RATES	Hourly Rate
Principal in Charge	\$330
Project Manager	\$254
Quality Assurance Manager	\$237
Senior Electrical Engineer	\$270
Senior Mechanical Engineer	\$230
Senior Structural Engineer	\$287
Senior Railroad Engineer	\$267
Train Equipment Advisor	\$376

JROF PROPOSED PROJECT BASELINE BUDGET

		Budget Estimate	
Construction			
Facilities Construction Phase I		\$	-
Facilities Construction Phase II		\$	8,000,000.00
FRA Track Class II Upgrade (Tinity Mills - Carrollton)		\$	-
Crossing Upgrades and Quiet Zones (Tinity Mills - Carrollton)		\$	-
Sub-Total Construction		\$	8,000,000.00
Escalation/Contingency			
Escalated Sub-Total Construction		\$	8,560,000.00 1.07
Design/Construction Contingency		\$	513,600.00 6.0%
Construction Total		\$	9,073,600.00
Soft Costs			
100 Procurement		\$	171,200.00 2.0%
111 Quality Compliance		\$	171,200.00 2.0%
113 Safety Certification & Compliance		\$	171,200.00 2.0%
120 Project/Construction Management		\$	856,000.00 10.0%
395 Insurance		\$	171,200.00 2.0%
4XX Design Services		\$	1,027,200.00 12.0%
Total Soft Costs		\$	2,568,000.00 30.0%
Utility Relocations		\$	- 0.0%
Flagging		\$	181,472.00 2.00%
Environmental			
Assessment		\$	45,368.00 0.5%
Remediation		\$	181,472.00 2.0%
Total Environmental		\$	226,840.00 2.5%
Real Estate			
Acquisition		\$	- 0.0%
Real Estate Consultant Staff		\$	- 0.0%
Project Reserve		\$	- 0.0%
Subtotal		\$	12,049,912.00
FRA Track Class IV Upgrade (Tinity Mills - Carrollton)		\$	(2,511,332.16)
Total		\$	9,538,579.84

Notes/Assumptions:

- 1 Construction schedule of 12 - 18 months is assumed
- 2 Assumes construction to begin in 2022
- 3 Assumes design services to begin in 2021
- 4 Phase 1 costs for Temporary for receipt, testing and commissioning DART responsible under Stadler vehicle contract.
- 5 Assumes D-B-B delivery methodology
- 6 Assume Capital JROF expansion costs at DCTA OMF DART responsibility
- 7 Assume Utility Relocations are included in construction contract
- 8 Assumes no planning costs as DCTA is environmentally cleared
- 9 Assumes soft costs are as stated % of Escalated Construction Costs before Contingency
- 10 Assumes systems design included in design services contract and systems construction in the construction contract.
- 11 Design Consultant - Incl. Environmental, Final Design, DSDC, Survey, Geotechnical, PM, Fee, and ODC's
- 12 Assumes any environmental remediation included in construction.
- 13 Assumes FRA Class II upgrades by DART under separate contract
- 14 Assumes Optional FRA Class IV upgrades paid for by DCTA - TRACK ONLY
- 15 Assumes real estate cost not included for capital expansion
- 16 Assumes 7% escalation
- 17 Assumes construction price/sqft expansion of \$412.44/sqft including contingency
- 18 Subtotal without FRA Class IV upgrade
- 19 Total with DCTA funding FRA Class IV upgrade delta

Board of Directors Memo

March 24, 2022

SUBJECT: Discuss and Consider Authorizing the Interim Chief Executive Officer (CEO) to Enter into an Agreement with an Executive Search Firm

Recommendation

Staff recommends the Board authorize the Interim CEO to negotiate and enter into an Agreement with Executive Search Firm of Board's choice to initiate search for a new CEO.

Background

With the recent resignation of the CEO, the board has requested staff provide information on available executive search firms and a procurement estimated timeline to complete the RFP process for an executive search firm to seek candidates for the position. Staff has contacted three firms that could perform the work.

Mackenzie Eason

- Local presence in Ft Worth
- Experience with municipalities, some experience with transit
- Fees; 26-28% of first year salary plus expenses

KL2

- 15 plus years of experience
- Local presence in Ft Worth
- Specialize in transit
- Fees: 30 % of first year salary plus expenses

K&A Partners

- Over 50 years of experience
- Local presence in Ft Worth
- Specialize in transit
- Completed the search for DART's CEO
- Completed the search for DART's EVP, Regional Growth & Development
- Actively searching for Trinity Metro's CEO
- Fees: 30% of first year salary plus expenses
- Possibility to use Trinity Metro's contract

Services for an executive search firm are exempt from competitive bidding per the professional services act of the local government code. DCTA can enter into a contract directly with the selected firm upon guidance from the Board of Directors.

Previous Board Activity & Action

There has been no previous Board activity or action on this item.



Identified Need

Board has requested staff present options for their consideration for the engagement of an executive search firm to provide qualified candidates for the CEO position. Staff was able to contacts three firms that specialize in recruiting executive level positions.

Financial Impact

Expenses for services will be paid from the existing FY22 budget.

Exhibits

Qualifications Package: Mackenzie Eason

Qualifications Package: KL2 Connects LLC

Qualifications Package: K&A Partners

Submitted By: 
Paul A. Cristina, Deputy CEO



***Named by Forbes as one of the Best Executive
Search Firms for 2021***

Mackenzie Eason was founded in 2004 by our Managing Partner, Darien George, as a boutique Executive Search firm with a mission to partner with clients and build lasting relationships focusing on sound recruitment techniques. We have evolved into a consulting and executive search firm focused on Talent Acquisition, Development, Culture, Leadership, and Executive Search. We have been conducting Executive Level searches since 2004, completing over 500 searches at those levels -- including Presidents, CEOs, Board Members, and Directors.

As a boutique firm, we typically represent less than twenty to twenty-five searches each year due to the significant amount of time we spend on each search. We have worked with clients of all sizes across various industries, from the public and private sectors to non-profits. Public sector clients include City of Fort Worth, Rocketship Public Schools, City of Waco, Denver, TCU, and USCF. Aetna, Censeo Health, and Danaher are clients that we have represented in the private sector. Additionally, we have worked with numerous other industries such as financial, transit, construction, architecture, and advertising.

Culture, Core Values, and Vision is the foundation for all our searches. We are committed to making our clients better through their people. We know that no matter if it's hiring, growing, or developing leaders... *People* are the most significant factor in every organization's success. Finally, our consulting and executive search processes are driven by science and research. Most firms do not use best practices in the research and interviewing phases because they don't know the science and research; we do, and it is the only way we operate.

Because of what we do, our clients outperform in the market.

At Mackenzie Eason, science and research drive our beliefs, represented in our Executive Search process. We are a 21st century Talent Firm that utilizes data analytics, Industrial-Organizational Psychology, and science & research for our consulting and executive search.

Our strength relies on our process in reaching the top candidates, no matter the industry, and our ability to help facilitate seamless interviews that find the right candidate. We are not a niche industry Executive Search firm. We can go out and get the best candidates across the nation by working with a few great clients across industries. You cannot do that if you only work in one sector, for instance, solely working in government, because it would be an ethical violation to contact candidates of current or former clients. This leaves niche firms with only the ability to passively attract candidates, and statistically, this is a disadvantage over actively reaching out to top-level candidates. Our process and consulting are what drives us, no matter the engagement. We start by understanding the client, then find the best, then work with you to make sure you are hiring the best fit.

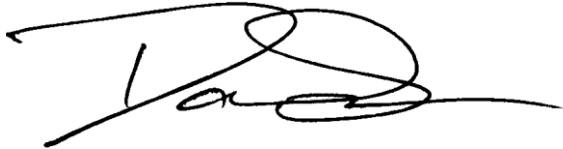
Our consulting experience will help tremendously in guiding the committee through the best practices on identifying criteria for the prototype candidate, guiding them through the interviewing process, including scientific methods to remove bias, and choosing the candidate that will be the best for the long term.

Finally, we utilize processes that focus on proactively researching and recruiting the best candidates across the United States. This is where we excel and why clients are always amazed at the caliber of candidates that we can bring to a search. The vast majority of search firms rely primarily on candidates that apply for a role. We do not. We believe to have a robust slate of candidates you have to

actively reach the top *passive* candidates. Our standard process will allow you to thoroughly interview a slate of candidates and have a candidate selected usually within 90 days.

Our team at Mackenzie Eason looks forward to working with you. If there is anything that we can further answer, please do not hesitate to reach out to us.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. George', with a long horizontal line extending to the right.

Darien George, SPHR, CPC
Managing Partner
Mackenzie Eason & Associates
505 Main Street, Floor 4
Fort Worth TX 76102
817-922-9152
Darien George- Managing Partner
dgeorge@mackenzieeason.com

Our team has over 50 years of combined experience in Executive Search and Consulting. Over the last two years, we have completed over thirty searches and worked with clients across the United States on improving their Talent Acquisition, Talent Development, and Culture through our consulting.

We employ an active outreach model based on reaching out to every candidate we identify through our customized research process. The communications cadence is phone and email. Research has consistently found that the best candidates in the market are traditionally *not* actively looking and will only passively look if contacted about a great opportunity. Many firms advertise as having an active outreach model, but this active outreach is usually limited to only reaching out via email and newsletters. It is easy to delete an email about an opportunity. This results in a less than robust slate of candidates; however, speaking to people directly results in a much higher percentage of positive responses. The key components we utilize to identify proficient leaders and qualify candidates include a series of rigorous interviews, background screening, and assessments to determine if they fit the organization's Culture, Core Values, and Vision.

Culture, Core Values, and Vision is the foundation for all our searches. We understand the importance of each in finding the right candidate for a long-term fit. Science says that "Person-environment fit" is a very well-established concept; it creates **Increased commitment**, which means higher individual performance, and **Higher satisfaction**, which means turnover is less likely. Research shows that great "fit" establishes over a 125% productivity gain for clients.

We understand that the best talent in the wrong environment or culture will fail. Talent Acquisition is no longer just about finding talent but finding the *Best Talent* that fits within an organization's unique Culture, Core Values, and Vision.

Mackenzie Eason will consult with you before the interviews to design an interview process that utilizes best practices designed to find fit versus likability that fit within your processes. Certain people are natural extroverts and interview better than others, but this is not a predictor of fit or success. Science shows that the top three things that give you the highest percentage of finding the right fit are a structured interview process, utilizing assessments that view a person's personality, motivators, behavior, I.Q., and putting candidates through case studies and work scenario(s). We will help devise a battery of validated interview techniques based on the job analysis to help statistically predict the candidate's success in the role.

Ultimately, our role is to help guide the search committee and provide valuable feedback, so there are as few complications throughout the process and use our fifty years of Executive Search & Talent Management expertise to help craft the proper strategy to find the right person. Once the search begins, our role is to work with Human Resources and the search committee to develop a job description, devise a sourcing strategy, and create a prototype for the ideal candidate. Once we have developed the basics for the search, our job is to find the most viable, top candidates and convince them that your organization is the place they want to be, work, and live.

Our philosophy is that we are working for the client and not the candidates. Our interest lies with your organization in finding and placing the candidate that fits in terms of culture, experience, and longevity.

Our executive searches are conducted nationwide through various strategic marketing initiatives to recruit the most talented and qualified candidates from around the country. Research shows that the best candidates usually are actively recruited away from their current role. We know that a small percentage of candidates that apply could be your next hire, so it is imperative to advertise to get the word out about your search. In addition to distributing the position on the most nationally recognized job posting websites, we also research the most reputable and relevant associations and agencies to publish to their website and distribute to the membership via email and social media and networking. Mackenzie Eason has its own applicant tracking system that connects with all major recruitment sites and allows us to connect quickly, track, and communicate with candidates. Our applicant tracking system also allows us to gather EEOC data for each applicant. Each of our partners is certified in EEOC as a Certified Personnel Consultant to understand Mackenzie Eason's and our client's legal implications in recruitment.

On average, our firm researches and speaks with more than 150 candidates on every search and delivers diverse, top talent candidates -- with an average of seven to ten candidates presented and four finalists interviewed per search. Our research methodology is how we are so successful in identifying top, diverse talent in the marketplace.

We identify candidates by utilizing the strategy in the due diligence phase with the committee to understand the character traits, experiences, and skillsets needed to help us develop a model profile of the ideal candidate. We use this profile to target industries and candidates in our research phase. We then research candidates based on their background, experiences, skill set, and successes. During our series of interviews, we interview to gauge their actual experiences and skillset, a psychological interview to identify patterns, red flags, understand their real core values developed throughout their lives, and finally, a Top-Grading interview to gauge their real successes. This allows us to truly understand a candidate and the thought process, or the "why's," throughout their life. We developed a Leadership Model that forms the basis for all Leaders and the lens through that we view all candidates for your search. We specifically target these during the interview process to gauge their leadership



effectiveness.

Included in all of our searches, we utilize a variety of different assessments on each candidate in the final pool of candidates- Myers Briggs (personality), DiSC (behavior), a Motivators assessment, the Big Five Personality test, and both a General Cognitive I.Q. Assessment and specific Cognitive assessments that are related to job analysis. Additionally, we measure a candidate's soft skills and self-awareness through psychological interviewing. Also, more in-depth assessments can be utilized for Executive level searches at an additional cost. We use these assessments during the interview process with the client by developing questions around the candidate's unique strengths and weaknesses and where the search committee should dig into further to identify the right fit.

Part of our process is to make sure that candidates understand your organization, the role, the Culture, why the opportunity is open, background and history, potential issues, and finally, information about the City and area and the organization's benefits package. We successfully do this by building a 'Digital Prospectus' that is a unique URL for your search that includes all this information. (Sample digital prospectus can be found at www.meaoportunity.com)

We meet with our clients face-to-face, if possible, to gather information on the organization, the vision, the culture, and the specifics on the search, and explore the community. As part of this process, we have developed something only used at Mackenzie Eason called the Litmus Test Hiring Traits. This was created using research that allows us to go beyond the job description to help our clients and us understand the nuances of which candidate will be the best fit for now and the future. We lead each client through this exercise at the beginning of each search. We use this throughout the process to ascertain if a candidate is a great fit to move forward, develop questions for the final interviews, and gauge if the candidate is a great fit or just 'likable.' This process is beneficial because while the actual job description might not change, often the nuances of what is needed in the future candidate and role do change.

We partner with our clients to thoroughly understand their culture and organizational vision from the onset of the engagement, tailoring the search to identify candidates that will fit seamlessly into an organization and further ensure long-term success. We know clients rely on us for our extensive network, unparalleled industry knowledge, and proven results, and because of our complete understanding of their needs. Cultivating our client relationships elevates the level of service we bring to each engagement. We can do this through transparency and multiple communication channels and spending time upfront meeting face-to-face to understand the client. Additionally, we pride ourselves in truly partnering with our clients, being available any time- day or night, and providing advice and consulting that goes far beyond the value of an executive search.

In our quest to continue to innovate and strive to produce results for our clients, we realize that open, transparent communication throughout the search process is integral to a modern successful search process. We developed a secure online portal that allows 24/7 communication and oversight with the board and search committee. This includes candidate Resume's/Curriculum Vitae's, candidate's personal information, internal notes, and documents that are all available for the search committee to view. This allows seamless communication between our firm and you, the client. The Search Committee or Hiring Manager can see where we are with candidates at any time, write notes or questions, so there is no confusion on where we are during the process. You can see how many candidates have been interviewed, are interested, have declined, and our thoughts on each candidate. Additionally, we conduct regular check-ins with the client to give feedback, let them know of our progress, and update

on any roadblocks. We understand that a lack of transparent communication is the most frustrating thing when working with someone, and we strive to make sure that it will never be a problem.

Finally, once we have identified qualified candidates, we deliver a packet on each candidate that includes detailed biography, resume/C.V., and assessments. We schedule a convenient time with the search committee to review the candidates and guide them through evaluating the candidates on which ones to move forward with for interviews. We then handle all logistics in setting up the interview schedule, the interview questions and rating sheets, any travel logistics or scheduling of a video platform, and then sit in through interviews with the search committee. After the various rounds of interviews have been completed, we facilitate with the search committee to choose the right candidate and then work with the candidate to negotiate a successful and fair offer for both parties.

100% of the searches conducted in the past five years have been completed, with one of our top finalists placed with the client, often hiring more than one of the finalist candidates within a search. In the past three years, we have conducted well over 50 searches, and during that time, we have a 98% retention rate in the first year. Over the past five years, our candidates have a retention rate of 92% still with the client. Over the last seven years, we have a retention rate of 86% of all candidates placed still with clients. On average our searches are completed with a candidate signed in ninety (90) days or less.

Fees

Executive Search Fees: Our fee would be 26% of the total compensation package, including base salary plus any expected additional first-year compensation factors.

We require a one-third retainer to launch the search. Upon presentation of candidates, we will bill for a second retainer payment of one-third, with the balance due on the date that a candidate successfully signs the contract. This includes all search fees, all consulting costs on the search, and partner's time facilitating the final interview of candidates.

Additional expenses would be for official in-depth background checks (typically an Executive Level background check is around \$500) travel, if necessary and approved, for candidates and/or consultants, and any additional out of pocket expenses.

Guarantee

We will guarantee the candidate's placement for eighteen months from the start date. If the candidate leaves for any reason or is discharged, then Mackenzie Eason will re-do the search at no additional search fees.

Our Process & Timeline

I. Due Diligence

- Conduct Interviews of the Committee, Executives & Key Leaders, and Board to determine parameters, culture, internal & external politics, and overall direction for search.
- To begin each engagement, we develop a comprehensive executive assessment for the client that leads to a highly customized strategy for search execution. In addition to examining specific client needs, our Partners also thoroughly analyze market and compensation trends and create an industry-specific candidate profile. We are also committed to providing our clients with a diverse range of qualified candidates, incorporating each client's diversity and inclusion initiatives directly into our strategic plan.
- We utilize the strategy in the due diligence step to develop with the client the character traits and skillsets needed to help us develop a profile of the perfect candidate. We use this profile to target industries and candidates in our research phase.
- Provide Consultant Feedback on differences of opinion garnered from interviews and suggest final parameters for the most successful search process. Address any potential roadblocks, politics, and expectations for search firm and Search committee.
- *Set Timelines, establish clear communication channels, and finalize profile of candidate*
- Develop Custom Digital Prospectus for potential candidates combining information on Community, History of the Organization, Profile of Candidate, Vision, Goals of Organization and Role, Issues the candidate will encounter, and basic Compensation and Benefits package that is easily shared with candidates via a unique URL website.
- Timeline: Week 1

II. Targeted Approach

- Once the executive assessment stage has been completed, we move into the research phase, where we conduct exhaustive research, with each search typically spending 25 to 30 hours per engagement. Our firm has access to leading proprietary databases and services that allow us to extend our search well beyond even the largest personal network and provide clients with a more global reach, as well as a highly diverse talent pool.
- Beyond our targeted research and active outreach out to individual candidates we also utilize our own Applicant Tracking System to promote the job nationally via every major job board such as Indeed, ZipRecruiter, and LinkedIn, posted on over 25 local and national job boards, as well as any industry specific boards.
- Timeline: Week 1- 2

III. Search Execution

- Contact each candidate individually, set up time to pitch position, and gauge interest level.
- Our partners conduct an in-depth assessment of each candidate and pre-reference screening. *Based on client feedback on this first round of candidates, the selection process can then be further refined.*
- Thoroughly interview and vet each candidate using In-depth behavioral, psychological and Topgrading interview techniques. Conduct both formal and backdoor background checks, and provide written notes and summary of candidates for committee updates.
- Exclusive to our Executive Search, clients will have access to our proprietary database to follow along with your search 24/7.
- Mackenzie Eason Clients will be delivered extremely qualified, vetted, and referenced candidates based on the profile and strategy developed by MEA.

Provide final list of top candidates to Search Committee and present strengths and weaknesses of each candidate along with commitment level of each candidate. (Week 10-12)

- Timeline: Week 2- 10. The number of weeks varies until a successful slate of candidates is ready.

IV. Candidate Selection

- Final Candidate Selection is based on our rigorous interviewing, assessment testing, and background reference checking.
- Consult with Search Committee/Board to narrow down candidates to finalists.
- Prepare initial interviews with candidates and Search Committee; typically conducted via conference call/video interview. Provide direction, if needed, to search committee on interview techniques, questions, and strategy. (Week 8-12)
- Prepare Itineraries for Finalists, book travel arrangements, and prepare Search Committee for final interviews. Schedule itinerary to include a community tour, meet with Key Leaders in the community, dinners, and interviews.
- Mackenzie Eason helps to design a comprehensive interview process built around the needs of the client and using best practices to find the candidate that is the best fit for the organization. A partner can be made available to assist in final client interviews to provide feedback on each finalist.
- Once an ideal candidate is selected, our partners work closely with the client throughout the referencing and negotiation process to help ensure a smooth transition from prospective candidate to employee.
- Timeline: Week 3 - 10

V. Follow Up

- The partners at MEA know that our responsibility to our clients does not stop with the placement of a candidate – it extends to the impact of the selected candidate on the overall organization. Not only does our due diligence upfront help to ensure placement of a candidate that will succeed within the organizational culture and structure, but we also continue our consultative services post-placement to ensure successful integration of the candidate and a positive impact on the organization.

Team Members for Search:

- Darien George- Managing Partner
- Abby Ackers- VP of Recruiting & Partner

Recent Searches

- Transit Director- *City and County of Denver*
- COO & Deputy Director Transit Operations & Maintenance- *Miami-Dade County- DPWT*
- Chief Financial Officer- *City and County of Denver- Department of Transportation, Infrastructure, & Transit*
- Chief Human Resources Officer- *City of Fort Worth*
- Chief Building Officer- *City and County of Denver- Community Planning & Development*
- City Manager- *Highlands Ranch Metro District*
- Assistant City Manager- *City of Waco*
- Chief Mobility & Innovation Officer- *City of Fort Worth*
- Deputy Director- Water – *City of Fort Worth*
- Chief Financial Officer – *City of Fort Worth*
- Chief Information Officer- *FWISD*
- Director of Solid Waste Management- *City and County of Denver*
- Planning & Data Analytics Director- *City of Fort Worth*
- Chief Human Resources Officer- *City of Oklahoma*
- VP of Economic Development- *LEDco*
- City Marshal- *Fort Worth Marshals Office*
- Chief Talent Officer- *Fort Worth ISD*
- Associate Vice Chancellor of Student Affairs – *TCU*
- Regional Superintendent - *Rocketship Public Schools*
- SVP Revenue Cycle Management – *US Dermatology Partners*
- Chief Technology Officer – *Driver Up*
- Head of Global Strategy- *Aetna*
- Principal- *AG Hill Holdings, A Hill Development Real Estate Firm*
- Director of Transportation and Public Works– *City of Fort Worth*
- Market President- *Colorado, Aetna*
- CEO, *Healthagen*

References:

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Darien George

Managing Partner

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Darien George is a thought leader and expert in the talent industry, having spent eighteen years focusing on culture, talent acquisition, talent development, organizational leadership, and organizational change.

Darien is the managing partner and founder of Mackenzie Eason, an executive search and consulting firm, and founder of Talent Metrics, an AI cloud-based software that measures an organization's culture and provides actionable intelligence for executives on how to build a strong culture to improve revenue, retention, and productivity. He has worked with Fortune 50 companies, private equity firms, and top CEO's, successfully executing searches at the C-Suite level from Vice President to Chief Executive Officer and Chairman.

Darien has a deeply held philosophy that all great companies respect talent strategy just as much as they do their business strategy and financial capital. Darien's motivation is to fundamentally change the way organizations do business by focusing on building a strong culture around an organization's talent to produce unparalleled financial results. Darien is a frequent industry-expert media contributor and speaker. Darien believes in the ability to give back to your community and focuses primarily on volunteering with nonprofits that work to help underserved children.

His work success and community activities earned him recognition as a top 40 Under 40 area executive and the 2018 Neighbor of the Year for the City of Fort Worth. In 2019, Darien co-authored Broken Handoff- Saving Your Assets, a breakthrough book with rare and remarkably transparent insights into owning, buying, and selling a business that was published by Brown Books Publishing. In 2020 and 2021 Darien was chosen as one of the Top 400 Influential Executives by FW Inc Magazine for his work through business, philanthropic, and the community.

Darien holds a bachelor of business administration from the University of Texas at Arlington and graduated from the Talent Management Institute at the University of North Carolina at Chapel Hill, the Entrepreneurial Studies Executive Course at London Business School, and the Howard University Sherpa Executive Coaching course. Darien is currently completing his Masters in Industrial & Organizational Psychology at Harvard University. Darien still resides in his hometown of Fort Worth, where he enjoys playing soccer, traveling, and donating his time to local nonprofit organizations. Darien currently most recently served on the Executive Committee of Read Fort Worth and the Fort Worth Public Library Foundation. Darien is married to his wife, Laurie, with two young boys, Harrison and Merritt, and daughter, Madeline.





Abby Ackers

Partner- Executive Search

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Abby Ackers is originally from Whitefish, Montana, where she competitively played golf in the summers and alpine ski raced in the winters through high-school. Abby went to the University of Colorado in Boulder, CO where she played on the Varsity golf team and graduated with a Bachelor of Arts. Abby returned home to Montana to pursue a career in Interior Design before moving over to the corporate world working in land development.

In 2010, Abby relocated to Dallas/ Fort Worth where she has excelled in Sales, Marketing, and Relationship Management working with Omni Hotels & Resorts before transitioning into Executive Search and Consulting with Mackenzie Eason. Abby has a unique ability to easily connect with people, which allows her to quickly find and develop relationships with top notch executive level candidates. Abby is trained in behavioral, top grading, and psychological interviewing.

Abby brings a wealth of experience in relationship management, sales, HR, and recruitment to Mackenzie Eason. Abby conducts searches from Manager, Executive Director, to C-Level across a variety of industries including Non-Profit, Public Sector & Government, and Hospitality. Abby leads the Executive Search division for Mackenzie Eason.

Abby lives in Fort Worth and is involved with Habitat for Humanity, Rotary, and enjoys any outdoor activity when not at work.





Thank you for your interest in KL2 Connects LLC!

KL2 Connects LLC is a retained executive recruiting consultancy that has, since 2007, placed exceptionally qualified candidates with public transit agencies and the private sector firms that support them. With our singular transit industry focus, our principals' extensive transit career experience, and our broad access to industry talent, KL2 is well positioned to deliver the most qualified candidates.

Why KL2?

- Because KL2 is staffed by career transit professionals who have long served the industry through transit agency and APTA leadership.
- Because we address our industry's succession planning challenges head-on by identifying and advancing seasoned and emerging industry talent.
- Because we make it our business to thoroughly understand transit industry issues, trends, and best practices.
- Because nobody walks the walk on candidate diversity and inclusion like we do.
- Because we know public transit, and together with our clients we are dedicated to building a brighter public transportation future.

Al Schlimm
 President
 AL@KL2connects.com
 828-645-2929
 www.KL2connects.com

Qualifications

The KL2 story began in 2007 when veteran transportation executives Tony Kouneski and Jack Leary founded KL Executive Search. With their extensive industry relationships and career experience hiring, developing, and managing public transit talent they quickly established a reputation for excellence.

In response to growing client demand the firm soon added Al Schlimm, Celia Kupersmith, Paul Muldoon, Jeff Popovich, John Bartosiewicz, Christian Kent, Bob Babbitt, and Kristen Joyner to the KL team. With the opening of its west coast offices and the 2014 retirement of cofounder Jack Leary, the firm rebranded itself as KL2 Connects LLC. Today, KL2's team of seven seasoned principals serves a growing client base from offices in Texas, Washington State, Nevada, North Carolina, South Carolina, Virginia, and Maryland.

KL2's staff offers clients well over 225 combined years of public transit and APTA management and Executive Committee experience. Over their extensive careers, KL2's principals have successfully resolved hundreds of staffing issues across multiple public transit functions: C-suite, middle management, finance, operations, planning, development, legal, technology, human resources, project management, government affairs, safety, security, training, purchasing and contracts, grants management, civil rights, engineering, maintenance, design and construction, and more. This is a team that has enjoyed significant visibility and

interaction in every corner of the transit industry – among executives and industry leaders; boards of directors; legislators and regulators; professional groups, committees, and associations; and community, advocacy, and special interest groups.

Several of KL2's principals have served as senior executives with APTA and public transit agencies of varying size and complexity. Having walked for decades in those shoes, they are well positioned to identify, evaluate, and bring forward the most qualified candidates.

KL2 is proud to offer:

- Public transit industry specialization
- A highly successful recruiting track record
- Experience leading public transit organizations of varying size and complexity
- Former senior public transit executives as project managers
- Direct engagement of multiple KL2 principals
- Extensive APTA management, Executive Committee, and state association experience
- Substantial C-suite recruiting experience
- Decades of career experience identifying, developing, and managing transit talent
- Access to comprehensive transit industry databases
- Transit industry "insider" access
- Access to passive as well as active candidates
- Extensive experience working with public boards and local, state, and federal entities
- Several regional offices — the agility to adjust quickly to clients' evolving needs
- A commitment to equal opportunity and a track record of placing minority candidates

The Public Transit Executive

KL2's seasoned principals bring to each recruitment a first-hand understanding the myriad components of transit agency leadership and management. Should KL2 be awarded this valued assignment, its goal would be to present a diverse slate of candidates that offer an optimal blend of managerial, technical, political, and personal skills and attributes, including:

- Vision and integrity
- A passion for public transportation
- An understanding of transit's value to various communities
- Evidence of sound business judgment
- Strong leadership and managerial skills
- Executive presence and self-confidence
- Exceptional communications skills across all levels
- An understanding of public transit operations and maintenance
- An analytical mind and grasp of related technology
- Experience working with organized labor
- A demonstrated record of making lasting or transformative change
- A comfort level working in a transparent environment
- An understanding of the dynamics of working with elected officials
- A willingness to pursue new ways of working in a complex environment
- Personal and professional behaviors that reflect the values of their agency

Diversity, Inclusion, and Equal Opportunity

KL2's principals possess a keen awareness of the importance of diversity. In nearly all of the recruitments KL2 has completed the firm has submitted at least one female or minority candidate as a finalist. Celia

Kupersmith is a founder and former Chair of APTA's LGBT Task Force within its Diversity Council. Founder Tony Kouneski and KL2 principal John Bartosiewicz are past recipients of APTA's Best System for the Hiring and Promoting of Minorities Award and the Women in Transportation Committee's award for Promoting Women into Senior Management Positions. Firm principal Jeff Popovich currently chairs APTA's LGBT Task Force and also is a co-founder of wemovepeople.org, an organization dedicated to strengthening the industry by providing networking and professional development opportunities, mentorship programs for LGBT students, and a place for businesses to share best practices on diversity and inclusion. And KL2 principal Christian Kent is a board member with the Conference of Minority Transportation Officials (COMTO).

Clients

KL2 is proud to count the following among its satisfied clients, many of which reengaged KL2 to recruit additional positions after an initial search was completed.

- | | |
|---|--|
| <ul style="list-style-type: none"> ▪ Utah Transit Authority ▪ L.A. County Metro ▪ Big Blue Bus ▪ North County Transit District ▪ VIA Metropolitan Transit ▪ MARTA ▪ Pinellas Suncoast Transit Authority ▪ Pierce Transit ▪ Metrolink ▪ Nashville Metro Transit Authority ▪ Santa Clara Valley Transit Authority ▪ Fort Worth Transportation Authority ▪ Detroit Transit Corporation ▪ Charlotte Area Transportation System ▪ Sun Line Transit Agency ▪ Central Florida RTA ▪ Marin County Transit District ▪ San Luis Obispo RTA ▪ Lone Star Rail District ▪ Central Arkansas Transit Authority ▪ Southwest Ohio RTA ▪ Memphis Area Transit Authority ▪ Capital Area Transit Authority ▪ Santa Cruz Metro ▪ Sound Transit ▪ Des Moines Area RTA ▪ TriMet ▪ Caltrain ▪ San Diego Metro Transit System ▪ Chapel Hill Transit ▪ Lane Transit District | <ul style="list-style-type: none"> ▪ Massachusetts Bay Commuter Railroad ▪ Minnesota Valley Transit Authority ▪ Sacramento RTA ▪ RTC Washoe ▪ C-TRAN ▪ SolTrans ▪ Tulsa Transit ▪ DART ▪ City of Fresno ▪ Rhode Island PTA ▪ Akron Metro ▪ South Florida RTA ▪ IndyGo ▪ GoTriangle ▪ Chatham Area Transit ▪ Valley Transportation Authority ▪ SMART Bus ▪ South West Transit |
|---|--|

Private Sector

- Cubic Transportation
- Veolia Transportation
- INIT
- Bombardier
- Proterra
- RATP Dev America
- Xerox
- AECOM
- Network Rail

Public Transit CEO Recruitments

As former executives KL2's principals bring to each C-suite recruitment a first-hand understanding of the requirements of transit industry leadership. In recent years they have applied that acumen to the successful placement of CEOs (~40% of whom were minorities) with the following organizations:

- Utah Transit Authority
- Fort Worth Transportation Authority
- Nashville Metropolitan Transit Authority
- South Florida RTA
- TriMet
- LA County Metro
- SolTrans
- San Luis Obispo RTA
- McDonald Transit
- Memphis Area Transit Authority
- Tulsa Transit
- Massachusetts Bay Commuter Railroad
- Central Arkansas Transit Authority
- C-TRAN
- Rhode Island Public Transportation
- Capital Area Transportation Authority
- VIA Metropolitan Transit
- GoTriangle
- Water Emergency Transp. Authority
- Sacramento RTA
- Central Florida RTA
- Lane Transit District
- Minnesota Valley Transit
- Marin County Transit
- SunLine Transit Agency
- North County Transit
- Charlotte Area Transit
- Akron Metro
- IndyGo
- Chatham Area Transit

KL2 Staff Experience by the Numbers

- More than 225 combined years of public transit industry career experience
- 5 former CEOs/GMs of U.S. transit agencies, 1 former Assistant General Manager
- 4 terms served on APTA's Executive Committee
- 4 former APTA Board Members, 2 former APTA Board Chairs, 1 former Vice Chair
- 2 former Chairs of the Texas, South West, and Ohio State Transit Associations
- 2 recipients of APTA's *Best System for Hiring and Promoting Minorities* Award
- 2 current/former chairs of the APTA Diversity Council's LGBT Task Force
- 1 current COMTO Board Member and Vice Chair
- 1 recipient of APTA's Innovation Award
- 1 former APTA CEO Search Task Force Member
- 1 former APTA Vice President of Member Services
- 1 former APTA Chief Information Officer
- 1 former member of the Transportation Research Board's Project Selection Committee
- 1 Co-founder of *wemovepeople.org* (LGBT development/mentorship, best practices)
- 1 adjunct professor for National Transit Institute, teaching paratransit operations/management

Christian T. Kent

- Over 32 years of transit industry experience
- Twelve years as a senior executive with WMATA
- Extensive transit and paratransit operations and contracting background
- Extensive public and private sector experience in union and non-union environments
- Business strategy and leadership development transit industry consulting experience
- Thought leader in on-demand transit services and integrated mobility
- Adjunct professor, National Transit Institute
- Board of Directors (two terms), American Public Transportation Association
- Vice Chair, APTA Access Committee
- Board of Directors, Conference of Minority Transportation Officials (COMTO)
- CEO Search Task Forces for APTA and COMTO, 2016-2017
- Master's and Bachelor's Degrees, University of VA, 1991
- Graduate of Leadership APTA Program, 2003
- Eno Center for Transportation Leadership, Transit Executive Program, 2013

Dr. Robert Babbitt

- Over 40 years of transit industry experience
- Former transit system General Manager (Nashville MTA)
- Extensive experience recruiting transit industry executives and staff
- Executive team leader
- Consultant to numerous public transit systems nationally
- Active/engaged industry participant: conferences, committees, speaking engagements
- Focus: team building, execution, maintenance, outreach, service design, regulatory compliance
- Former president, Tennessee Public Transportation Association
- Urban Transit General Manager of the Year (State of TN, 2001)
- PhD (Administration), CPA, BA (Political Science)
- Member of APTA, SWTA, TTA, KPTA, FPTA, ATA, CalACT; 8 APTA committees
- Executive, recruiter, author, instructor, moderator, speaker, editor (various APTA/industry scenarios)

Kristen Joyner

- Twelve years as Executive Director, South West Transit Association
- Three years as Executive Administrative Assistant, Central Arkansas Transit Authority
- Three years as Executive Administrative Assistant, Central Arkansas Transit Authority
- Founder of KJ Backpack LLC, connecting exceptional trainers to transit professionals
- Developed curricula: Hiring/Retaining Great Transit Employees, Leadership for Transit
- Developed curriculum: Silver Bullets for Transit Supervisor Success
- Developed Transit Leadership Recognition Initiative For Human Trafficking Awareness
- Initiated *Operations Vets In Public Transportation*, connecting vets with transit industry
- Member, Secretary of Transp.'s Advisory Council on Transportation, Human Trafficking
- Member/Chair of Protocols and Policy Subcommittee for Congressional report
- APTA Board Member (2010-2012)
- Chair, APTA Training and Technical Assistance Sub-Committee
- APTA CEO Search Task Force member
- Member, APTA Intergovernmental Relations, Legislative, and Marketing Committees
- Member, APTA Mobility Management, Small Ops, Access, and State Affairs Committees
- Transportation Research Board Review Committee Member
- Transportation Research Board Project Panel Member

Jeff Popovich

- Ten years as APTA's Chief Information Officer
- Twelve-plus years of public transit industry experience
- Several years conducting public transit executive search and recruitments
- APTA Diversity and Inclusion Steering Committee member
- APTA Chair, LGBT Task Force
- Conducted peer reviews for public transit agencies of various sizes and complexity
- Coordinated programs through APTA's Transit Cooperative Research Program
- Graduate of APTA Executive Leadership Program, well-networked with emerging talent
- Expert at applying IT and database management strategies to executive recruiting efforts
- Ten years as Project Manager and IT consultant for companies such as Ernst & Young, KPMG
- Led technology departments, deeply involved in non-profits such as FirstBook.org
- Bachelor's (Park University), Master's (Florida Institute of Technology)

Al Schlimm

- Thirty-year administrative, consulting, project management background
- Extensive marketing, contract oversight, business development experience
- Quantitative and qualitative research expert
- Expert at acquiring/interpreting data, formulating conclusions and recommendations
- Decades of experience interviewing exec/professional/technical personnel internationally
- Four years as Quantitative Research Director, iResearch Corporation
- Consultant to nationally-prominent clients such as Proctor and Gamble, Microsoft, Verizon
- Fourteen years as founder and President of Dataview Research Inc.
- Seven years as Senior Analyst, Research Director (Johns Hopkins, Becton Dickinson, others)
- Bachelor's, Business Management, Towson University

The KL2 Advisory BoardCelia Kupersmith

- Eleven years as CEO, Golden Gate Bridge Highway and Transportation District
- Two years as Deputy CEO, Sound Transit
- Six years as Executive Director, Regional Transit Commission of Washoe County (Reno)
- Two terms on APTA's Executive Committee
- APTA Board Chair (2002/2003)
- Co-chair of APTA Diversity Council's LGBT Task Force
- Transportation Research Board's Project Selection Committee
- Mineta Transportation Institute
- Extensive regional transportation planning background
- Bus, rail, ferry, toll facility, road construction/maintenance experience

John Bartosiewicz

- Twenty-five years as Executive Director, Fort Worth Transportation Authority
- Fourteen years as COO and Special Assistant to the President, McDonald Transit Associates
- Three years as Administrative Assistant and Acting Transit Director, Town of Chapel Hill
- Extensive transit industry consulting, contract oversight, business development experience
- Extensive labor relations and collective bargaining experience
- APTA Board Chair (1999-2000); former President of Texas, South West Transit Associations
- Broad fixed route, paratransit, rideshare services management experience
- Key role in the planning, design, construction, operation of RailTran commuter rail program
- Bachelor's (Assumption College), Master's (Government College of William & Mary)

Paul Muldoon

- Seventeen years as VP and Senior VP of Business Development (Cubic, Thales, Stratagen)
- Manager of Facilities Design and Development, City of Bellevue WA
- Deputy Commissioner, Light Rail Planning Project (City of Chicago)
- Mgr. of New Technologies, Capital Programs, (Chicago Regional Transportation Authority)
- General Manager, Oaklawn Transit (Division of Pace Bus)
- Assistant General Manager, SunTran (Tucson)
- Public transit management experience: small to multi-modal (several thousand vehicles)
- Fare/vehicle technologies management, train control, communications experience
- Bachelor's, Transportation/Mobility Management (Indiana University)

Tony Kouneski (Retired KL2 Founder and Advisor)

- KL2 cofounder (since 2007) and semi-retired advisor
- More than thirty-five years of public transit management experience
- Ten additional years as public transit industry recruiter
- Served for twelve years as APTA's Vice President of Member Services
- Served for two terms with APTA's Executive Committee
- Former President of the Ohio Public Transit and Texas Transit Associations
- Former VP/GM of Bus Operations with NJ Transit (2000 buses and historic subway system)
- Six years as GM of Austin's Capital GATRA (500 buses, 1000+ employees)
- Fourteen years with ATE Management (now First Transit); left ATE as a Senior VP
- Served as ATE's GM of SORTA (Cincinnati) and SunTran (Tucson)
- Served as ATE's Assistant GM of GATRA Regional Transit Commission (Minneapolis/St. Paul)
- Served as ATE's Director of Marketing for Baltimore's Mass Transit Administration
- Prior to transit career, accumulated ten years of association management experience
- Bachelor's in Marketing (University of Baltimore)

KL2 in the News

KL2 Placement Jay Fox Will be Far from Home, But Excited — *On the morning of January 3 Jay Fox and his family climbed into their Subaru and departed their home in Cherry Hill, New Jersey. They drove 2,200 miles across the country, arriving at their new home in Bountiful, Utah, on the afternoon of Jan. 6. Jay Fox then began his new job as UTA Executive Director.* — Utah Policy (January 2022)

KL2 Principal Celia Kupersmith Inducted into APTA Hall of Fame — *Celia Kupersmith's induction into APTA's Hall of Fame was formally announced by APTA in Passenger Transport on October 16, 2020. Celia shares this career honor KL2's two founding principals, Tony Kouneski and Jack Leary (retired).*

KL2 Founder and Former APTA VP Member Services Tony Kouneski Inducted into Hall of Fame — *Tony Kouneski has been a trailblazer throughout his 45-year career, and many progressive service delivery, marketing, safety, and staff development programs can be attributed to his leadership. Tony joins retired KL2 cofounder Jack Leary (a 2018 inductee) in APTA's Hall of Fame.* — APTA.com (October 2019)

KL2 Placement Henry Li Named "Top Public Transit Executive" — *Regional Transit chief Henry Li... has been named the top public transit executive in the country for 2019 by the American Public Transportation Association. APTA, in announcing the award, called Li "a visionary and transformational leader" who has restored positive financial ratings and rebuilt public trust.* — Sacramento Bee (July 2019)

KL2 CEO Placement Shawn Donaghy Honored — *C-TRAN was recently honored by the American Public Transportation Association as the Nation's Best Public Transit system.... C-TRAN won in the mid-sized category, meaning systems with between 4 and 12 million rides per year.* — Clark County Today (July 2019)

IndyGo Selects KL2 Candidate Inez Evans as New CEO — *IndyGo has tapped a Silicon Valley transit executive as its new president and CEO. Inez Evans, Chief Operating Officer at the Santa Clara Valley Transportation Authority in California since 2015, will become IndyGo's top executive next month.* — Indiana Biz Journal (July 2019)

GoTriangle Selects KL2 Candidate Charles Lattuca as CEO — *The man overseeing development of a \$5.6 billion light rail system in suburban Maryland has been chosen to head GoTriangle, the regional transportation agency that is planning a commuter rail line across the Triangle. Charles Lattuca will leave his job as executive director of transit development and delivery for the Maryland Department of Transportation to join GoTriangle next month.* — The News & Observer (March 2020)



K&A Executive Search

Denton County Transportation Authority

About Us

Established in 1971, K&A provides retained executive search services to a diverse client base in North America and abroad.



We maintain a close, personal relationship with both clients and candidates. Our success is based upon this connectivity and our commitment to diversity and inclusion in all phases of our process.

10+
YEARS

Our average client relationship extends beyond 10 years with several spanning 20 years.

We have successfully completed more than 6,000 searches across several industries.

6000+
SEARCHES

Our team has more than 100 years of combined experience working with domestic and international organizations with a concentration in the following sectors: public transit, airports/aviation, professional services, consulting, engineering, design, associations, local government, transportation, water/wastewater, utilities, infrastructure, consumer products, manufacturing, real estate and financial services to name a few.

100+
YEARS OF COMBINED
EXPERIENCE

About Us



K&A was founded on the principle of 100% partner involvement and 100% client involvement creating an interactive and highly communicative process throughout all stages of the search.



We maintain a closely controlled, team-based approach to executive recruiting with regular updates and feedback ensuring a highly strategic process.

We have worked with a wide range of organizations from those represented in the transit industry, to Fortune 100 to pre-revenue early stage ventures, to non-profits, manufacturing, services, and others.

For additional information please see kapartners.com.

Relevant Clients

A partial list of K&A's relevant clients:

- DART
- Trinity Metro
- Capital Metro
- Houston Metro
- American Public Transportation Association (APTA)
- MARTA
- MBTA
- Valley Metro
- JTA (Jacksonville, FL)
- HART (Tampa, FL)
- PSTA (St. Petersburg, FL)
- LYNX (Orlando, FL)
- NYC MTA and its operating agencies
- Port Authority of NY/NJ
- Las Vegas RTC
- BART
- LA MTA
- Sound Transit
- Santa Clara VTA
- TriMet
- Denver RTD
- Port Authority of Allegheny County (Pittsburgh, PA)
- SEPTA
- WMATA (DC)
- VRE
- DASH (Alexandria, VA)
- Charlotte Area Transit System (CATS)
- The Rapid (Grand Rapids, MI)
- Miami-Dade Transit
- Airbus Industries
- Boeing
- Goldman Sachs
- The Carlyle Group
- Deloitte
- TransDev
- ParsonsBrinckerhoff (WSP)
- Greenpeace
- District of Columbia
- Maryland-National Capital Park and Planning Commission
- DC Water
- Jacksonville Chamber of Commerce
- NYC Department of Environmental Protection
- American Gas Association
- DTE – Detroit Energy Services
- Brooklyn Union Gas
- Electric Generating Association
- National Capital Planning Commission
- General Electric (GE)
- Massachusetts Public Works
- Maryland Port Authority
- NYC Department of Sanitation
- Fortress Investment Group
- Building Hope
- General Motors
- Bank of China
- Ocean Renewable Energy Coalition
- The Wings Club
- Flight Safety Foundation
- Maryland Stadium Authority



Sample Client Engagements

Examples of relevant engagements include:

- For Capital Metro, recruited the CEO, CFO, VP, Safety, Director, Workforce Development, Director, Commuter Rail, Director of Planning and others.
- For Austin Transit Partnership, recruited numerous positions that did not exist prior to the recruitment.
- For DART, recruited the current CEO and EVP, Community and Regional Development.
- For the American Public Transportation Association, recruited the last three CEOs and incoming CFO.
- For TriMet, recruited their current CEO, COO, director, transportation, as well as others.
- For the Jacksonville Transportation Authority, recruited the CEO, COO and several other executives.
- For the NYC MTA, recruited the Chairman/CEO.
- For the NYC Transit, LIRR, Metro-North and Bridges and Tunnels, recruited the past and present presidents as well as other executives.
- For Delta Airlines, recruited the SVP, Supply Chain Management and Fleet Strategy.
- For Denver RTD, recruited their past and current CEOs as well as the CFO and CAO.
- For DC Water, recruited the COO, CFO, chief engineer, chief of design and chief of construction among other positions.

Diversity, Equity and Inclusion

We embrace diversity and are committed to the diversity and inclusion practices and goals of all of our clients.

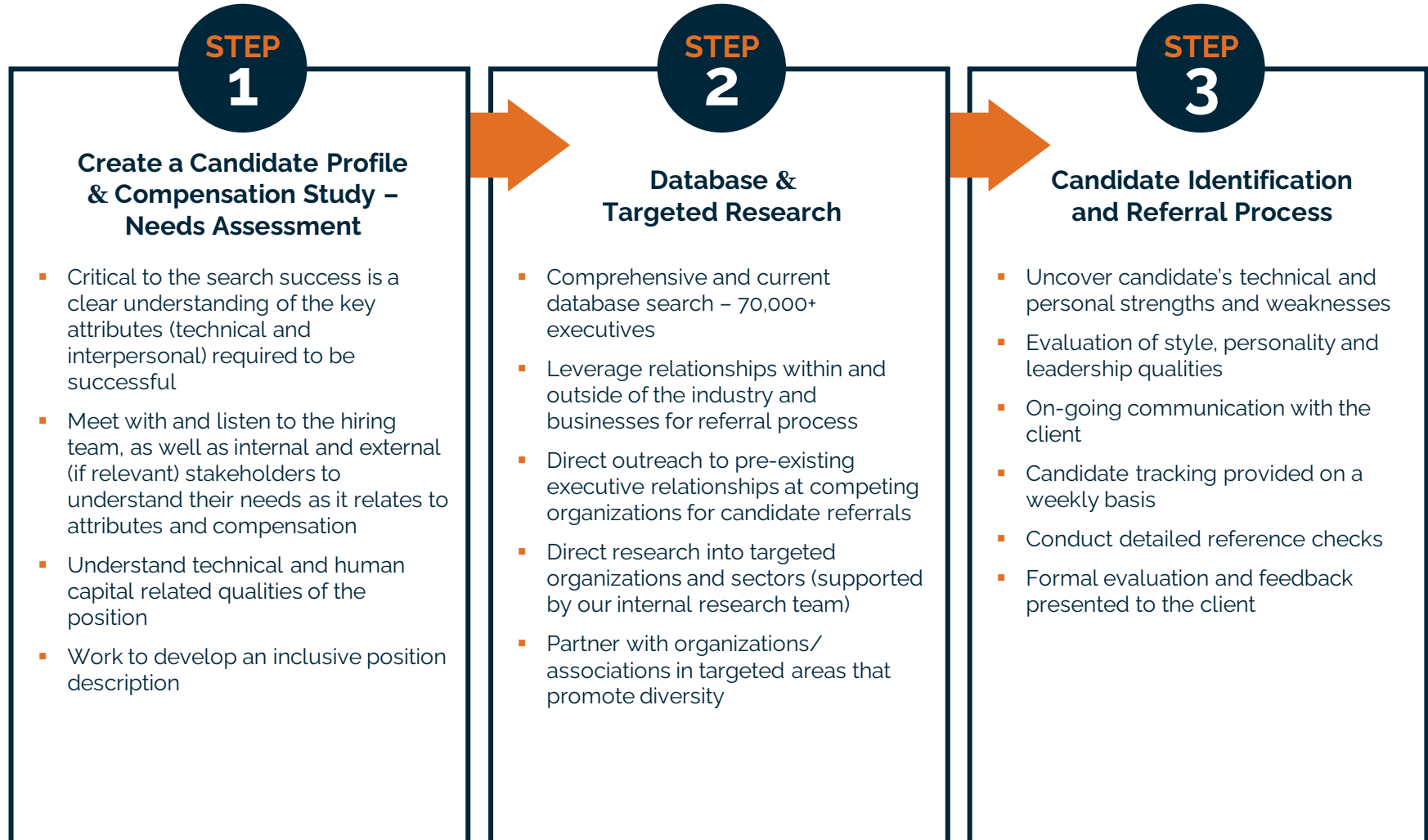
- Commitment and proven experience providing our clients with a diverse slate of candidates.
- We identify and recruit through a proactive and committed outreach program a diverse group of candidates in every engagement.
- We partner with associations and organizations that promote diversity in every industry in which we recruit.
- Our overall diversity success rate is 65%; Within the public/quasi-public sectors it is 75%.

Search Methodology

We employ a “reverse-engineering” technique to our recruiting

- Network directly with industry leaders most knowledgeable about the relevant position/skill set
- Conduct an outreach effort to the most highly regarded active practitioners and thought leaders
- Leverage relationships with existing organizations, spanning all appropriate industries
- Begin a targeted search to recruit and develop an expanded network from our existing network and from targeted research
- Recruitment strategy focused on inclusion and attracting a diverse slate of candidates

Search Process



Search Process



STEP 4

Closure

- Assist the client in the negotiation of compensation, contract/employment agreement and start date
- Notify all candidates of their status
- Assist in the relocation process (if necessary)

STEP 5

On-Boarding and Follow-up

- Assist with the on-boarding to ensure a smooth transition and that all aspects of the on-boarding are completed in a timely manner and without any challenges
- On-going feedback and communication with client and candidate to ensure a successful on-boarding process



For additional information please contact:

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Bethesda, MD 20814

kapartners.com

Professional Biography
For
Gregg A. Moser

Mr. Moser is K&A's transportation practice leader and has successfully conducted hundreds of searches with both transit and non-transit agencies. He has extensive experience working with public and private boards, elected officials, community leaders, unions, general managers, CEOs, presidents, executive directors, CFOs and other executives and stakeholders. Beyond transit, Mr. Moser also has experience recruiting for Fortune 100 firms and public and private organizations, airports, non-profits and in the following industries:

- Aerospace
- Federal, State & Local Governments
- Utilities
- Financial Services
- Technology
- Banking
- Defense
- Healthcare
- Education
- Real Estate

Mr. Moser is recognized as a leader and expert in the transportation industry and has assisted his clients in some of the most challenging recruitments for their organizations as well as some of the most critical needs in the industry. As mentioned above, below are some of the most recent searches he has conducted:

Client:**Position:****DART**President/CEO,
EVP, Community and Regional Development**Capital Metro (Austin)**CEO
COO
CFO
VP Rail Operations
VP Safety Risk
Controller
EVP, Planning and Development
Director, Project Connect
Chief Customer Officer
Sr. Director, Power**Austin Transit Partnership
(Capital Metro)**Deputy Program Officer
Head of Design
Head of Construction
Head of Systems Engineering
Head of Vehicle Engineering
Head of Project Controls/Risk/Environment.**Houston Metro**CEO/President
VP Engineering & Construction**San Antonio Airport
Texas High Speed Rail**Executive Director
General Manager
Chief Mechanical Officer**Santa Clara VTA**General Manager
General Counsel

	CFO
	Chief of Staff
	Director, Business Services
Valley Metro	CEO
AC Transit	General Manager
	Executive Director-Marketing & External Affairs
	Executive Director, Engineering & Planning
	Executive Director, Human Resources
	Executive Director, Safety
	CFO
	CIO
	CAO
BART	General Manager
	Inspector General
	AGM Planning, Develop., Construction
	Chief Procurement
	AGM Performance Budget
	Chief Auditor
	AGM, HR
	Executive Mgr., Transit Systems Develop.
Omnitrans (CA)	CEO
San Joaquin RTD	CEO
Valley Link Rail	Deputy CEO
Caltrain	Chief of Staff
	CFO
	Deputy Chief of Rail Development
	Director, Safety & Security
	Deputy Chief Planning
	Deputy Director Rail Systems Engineering
	Director, Engineering & Maintenance
Sacramento RTD	VP, Rail
	General Counsel
San Francisco CTA	Rail Program Manager
LA MTA	CIO
SunLine Transit	CFO
Sound Transit	Deputy CEO
North County Transit District	Chief Rail Engineer
The Rapid (Grand Rapids)	CEO
Denver RTD	Past two and Current CEO
	CAO
	CFO
Transit Authority of River City	Executive Director
King County Transit	Director, Rail Operations
City of Omaha Transit Authority	CEO
HART (Honolulu)	CEO

Utah Transit	Deputy CEO
MARTA (Atlanta)	Deputy Chief, Planning & Environment
	Grants Manager
	Executive Director
	CEO
	CFO
	AGM, Safety & QA
	AGM, Infrastructure
Nashville DTO	CAO
Greater Cleveland RTA	CEO
	DGM Innovation & Technology
	DGM Administration
SORTA (Ohio)	CEO
	COO
	CFO
LYNX (FL)	Executive Director
	COO
	Chief, Planning & Development
	Director, Planning & Development
	Director, Transp. Maintenance
Tampa Hillsborough Expressway Authority (THEA)	CEO
Jacksonville Transp. Authority	Executive Director/CEO
	CTO
	Chief, Alternative Services
	CFO
	SVP Operations
	AVP Safety
	Director, Procurement
	Director, U2C
	Program Admin./VP Automation
	AVP Transit Operations
TBARTA (FL)	Executive Director
FL East Coast Commuter Rail	SVP, Operations
Jacksonville Chamber Commerce	President/CEO
HART (Hillsborough, FL)	CEO
	COO
	CAO
	Director, Human Resources
	Chief Planning and Development Officer
Pinellas Suncoast Transit (FL)	Executive Director
	Director, PM
TriMet	Director, Bus/Rail Operations
GoTriangle (NC)	Engineer/Project Director
RTC (Las Vegas, NV)	VP Innovation

The Wings Club (NY)
APTA (DC)
Flight Safety Foundation (DC)
Montgomery County Liquor
Control Board (MD)
Montgomery County, MD

President/CEO
 Past and Current Presidents/CEO / CFO
 Past and Current CEOs / VP, Development
 Director

 Public Health Director
 Police Chief
 CFO
 Director, Housing and Community Affairs
 Chief, HR Officer
 Chief, Permitting Officer
 Director, Public Libraries
 Director, Health and Human Services (past 2)
 Director, Technology Services

Washington Suburban Sanitation
Commission

CEO
 General Counsel
 Inspector General
 Board Administrator
 COO
 CFO
 General Counsel
 Director, Customer Service
 Super., Construction
 Head Enterprise Asset Management
 Manager, Design and Manager, Labor
 CIO

DC WATER

Director Engineering & Tech Services
 Program Manager, PCS
 CFO

DC Government

WMATA (DC)

Inspector General
 Deputy CEO
 Director, OCC
 SVP CHCO
 Chief Engineer, Vehicles
 Chief Safety Officer
 Director, Supply Chain Analytics
 VP, Supply Chain
 Inspector General
 Treasurer / Comptroller
 AGM, TIES
 Chief Procurement Officer
 Deputy Chief, HR
 AGM, Rail
 Director, Station Access
 Director, Labor Relations

	Director / HRIS CIO / CFO
DASH (Alexandria, VA)	CEO
Keolis	Chief Engineer, MBTA CMO / Chief Engineer
Virginia Railway Express	CEO
Veolia Transportation	VP, Rail Development
NYC MTA	Chairman/CEO COO President Chief, Procurement Chief Safety Officer Chief, Applications Development Sr. Director, Business Service Center
MTA Metro North Railroad	President Assistant CMO VP, System Safety Director, Regulatory Oversight CIO
MTA Bridges & Tunnels	President Chief Health & Safety
MTA Long Island Railroad	President COO CFO CIO CMO
MTA NYCT	President (past 5 Presidents) EVP CMO VP Chief Customer Service Officer EVP Chief Architect
Port Authority NY/NJ	Director, Rail Transit/GM PATH Deputy GM – PATH (past 3) Deputy Director Rail (past 5) Chief, Commercial Officer GM JFK GM LGA GM EWR Chief Development, Aviation CMO Treasurer CFO COO
NYC Thruway	Commissioner
NYS DOT	

NYC Water	Deputy Commissioner, Design/Construction
TransDev	General Manager
TransCom	Executive Director
Massport	Director, Aviation Operations
MBTA (Boston)	Executive Director, Commuter Rail
	Chief Safety Officer
	Chief Engineer
	Program Manager, AFC
	Deputy AGM, Transit Capital Programs
NJ Transit	Executive Director
	Deputy Executive Director
	GM Bus and GM Rail
	Chief, System Safety
CATS (Charlotte, NC)	CEO
City of Charlotte, NC	Director, DOT
SEPTA (PA)	Chief Engineer, Rail and Bus
	Manager, Track Engineering
	Director, Eng., Traction Power
	Manager, Engineer Civil Coordination
Port Authority Allegheny County	CEO
	CIO
	Chief Development
	CFO
	AGM Planning & Service Development
Allegheny Cty. Health Dept.	Director
Riverlife (Pittsburgh)	President/CEO
Southwest PA Corp (Pittsburgh)	President
Utah Transit	Executive Director
Metra Rail (Chicago)	COO
	Chief Engineer
	Chief Safety Officer
	Chief Internal Audit
	Director, Transportation Maintenance

Specifically in transportation, Mr. Moser's experience recruiting across all verticals of an organization and across all levels of senior management includes recruiting CEOs, general managers, executive directors, presidents, CFOs, contracts and procurement officers, information technology officers, safety and security officers, chief human resources officers, heads of rail and bus operations, planning, real estate, engineering and maintenance, administration and capital development to name a few. He has also recruited inspectors general for transportation authorities who act as independent auditors of the agency and report directly to the board.

Mr. Moser is currently a member of APTA, COMTO, WTS, Latinos in Transit and serves on APTA's Human Resources Committee, the HR Nominating Subcommittee, the HR Bylaws Subcommittee, and the Business Member Board of Governors. Mr. Moser was selected to serve on APTA's 2008-2009 and 2009-2010 Blue Ribbon Panel's

addressing workforce development issues in the industry. Additionally, Mr. Moser was asked to apply and was elected (as one of 25 out of approximately 65 applicants) to participate in the 2012 Leadership APTA program. He successfully completed this program in October 2012 and was recognized by APTA for this accomplishment. Mr. Moser has been asked to present at APTA's CEO conference and APTA's Board of Directors Conference on compensation and negotiation, succession planning, and career development. Mr. Moser has been asked and has participated in numerous TRB panels focusing on a variety of issues aimed at advancing and improving the transportation industry. He has also been invited to present at COMTO events and Board meetings on how to identify, recruit, retain and promote the next generation of leaders in the industry. Mr. Moser is also a member of the Wings Club membership committee, the AeroClub of Washington, D.C. and the Airports Council International. He lends his expertise to clients on succession planning and leadership development in each of his search engagements as well as consulting on improved internal recruitment strategies. He received his JD, with Honors, from the University of Maryland and is a member of the Maryland Bar. Additionally, he graduated Magna Cum Laude with a BS in Accounting from the Robert H. Smith School of Business at the University of Maryland.

Board of Directors Memo

March 24, 2022

SUBJECT: Consider a Date for the Denton County Transportation Authority (DCTA) Board of Directors Strategic Workshop

Recommendation

This is a discussion item only. Staff requests the Board offer feedback and preferences regarding schedule and logistics for a Board-Staff Strategic Planning Workshop. Accenture and Staff will collaborate to deliver the Workshop per the Board's scheduling preferences.

Background

The DCTA Board and Executive Team expressed a desire to resume previous DCTA practice of an annual Board-Staff Strategic Planning Workshop to guide Staff effort and planning for operating and capital project budgets over the next 3-5 fiscal years. The Board and Staff engaged Accenture to prepare for and facilitate a day-long workshop, previously scheduled for February 18, 2022, at the Denton County Administrative Courthouse.

Workshop planning to date assumed an overarching goal of identifying opportunities for which Board consensus exists to engage in:

1. Strategic direction to Staff for the next five years of project activities
2. Impactful relationships, discussions, and third-party resource decision-making to secure partnerships and funding to realize the Board's strategic vision
3. Development of a sustaining DCTA culture and operating model to deliver high performance

Accenture and Staff developed a draft Workshop agenda to include:

- Perspective on DCTA recent accomplishments and initiatives underway
- Utilization of several interactive methods to identify and prioritize agency critical success factors
- Deriving tangible objectives, KPIs or milestones for the years to come

Accenture is prepared to provide two event facilitators for the Workshop on a date to be determined. DCTA Staff will provide logistics support. Workshop participants have been assumed to include voting Board members and alternates; non-voting Board members; and Executive Team. Workshop activities would be facilitated in compliance with the Texas Open Meetings Act. The Board will not be asked to take formal votes or action during the Workshop.

Prior Board Discussion

- January 27, 2022 – Board deferred discussion of Board Strategic Planning Workshop schedule and logistics to March 24, 2022, regular meeting.

Submitted By: Chris Newport
Chris Newport, Accenture

Approved By: Paul A. Cristina
Paul A. Cristina, Deputy CEO



Board of Directors Memo

March 24, 2022

SUBJECT: Monthly Sales Tax Receipts

Recommendation

This item is presented for informational purposes only. No action is required.

Background

Sales tax represents the single largest source of revenue for DCTA at 51.34% of Fiscal Year 2022 budgeted revenues. The sales tax budget for FY22 is \$32,663,897. 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.

For the month of March, receipts were favorable compared to budget.

- Sales tax for sales generated in the month of January and received in March was \$2,853,426.
- This represents an increase of 17.45% or \$423,968 compared to budget for the month.
- Compared to the same month last year, sales tax receipts are \$556,767 or 24.24% higher.
- Member city collections for the month compared to prior year are as follows:
 - City of Lewisville up 30.37%
 - City of Denton up 19.21%
 - City of Highland Village up 11.11%

Previous Board Activity & Action

There has been no previous Board-level activity on this item.

Identified Need

Provides the Board of Directors a monthly status on sales tax collections.


Financial Impact

This item is included for informational purposes only; there is no financial impact associated with this informational item.

Exhibits

Exhibit 1: FY22 Monthly Sales Tax Report

Submitted By: 
Amanda Riddle, Senior Manager of Budget

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

DENTON COUNTY TRANSPORTATION AUTHORITY

SALES TAX REPORT
BUDGET TO ACTUAL AND PREVIOUS YEAR COMPARISON

Sales Generated in Month of:	Received in Month of:	2021-2022 Adopted Budget	2021-2022 Revised Budget	2021-2022 Year Actual	Variance Actual to Original Budget	CY Actual to CY Original Budget % Variance ^(A)	Variance Actual to Revised Budget	CY Actual to CY Revised Budget % Variance ^(B)	2020-2021 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,032,911	\$ 3,032,911	\$ 2,925,241	\$ (107,670)	-3.55%	\$ (107,670)	-3.55%	\$ 2,944,573	\$ (19,333)	-0.66%
November	January	\$ 2,696,417	\$ 2,696,417	\$ 3,097,630	\$ 401,213	14.88%	\$ 401,213	14.88%	\$ 2,617,881	\$ 479,749	18.33%
December	February	\$ 3,457,647	\$ 3,457,647	\$ 3,771,295	\$ 313,648	9.07%	\$ 313,648	9.07%	\$ 3,356,939	\$ 414,356	12.34%
January	March	\$ 2,365,559	\$ 2,429,458	\$ 2,853,426	\$ 487,867	20.62%	\$ 423,968	17.45%	\$ 2,296,659	\$ 556,767	24.24%
February	April	\$ 2,143,386	\$ 2,207,285			0.00%		0.00%	\$ 2,080,957		0.00%
March	May	\$ 3,470,214	\$ 3,534,113			0.00%		0.00%	\$ 3,369,140		0.00%
April	June	\$ 2,567,236	\$ 2,631,135			0.00%		0.00%	\$ 2,839,395		0.00%
May	July	\$ 2,258,937	\$ 2,322,836			0.00%		0.00%	\$ 3,171,719		0.00%
June	August	\$ 2,663,784	\$ 2,727,683			0.00%		0.00%	\$ 3,583,080		0.00%
July	September	\$ 2,248,852	\$ 2,312,751			0.00%		0.00%	\$ 2,903,336		0.00%
August	October	\$ 2,471,690	\$ 2,535,589			0.00%		0.00%	\$ 2,878,254		0.00%
September	November	\$ 2,712,171	\$ 2,776,072			0.00%		0.00%	\$ 3,346,913		0.00%
YTD TOTAL		\$ 11,552,534	\$ 11,616,433	\$ 12,647,591	\$ 1,095,057	9.48%	\$ 1,031,158	8.88%	\$ 11,216,052	\$ 1,431,539	12.76%
FISCAL YEAR TOTAL		\$ 32,088,804	\$ 32,663,897						\$ 35,388,847		

^(A) Formula: YTD Variance Actual to Original Budget/YTD Original Budget^(B) Formula: YTD Variance Actual to Revised Budget/YTD Revised Budget

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department
 Prepared By: Denton County Transportation Authority Finance Department
 March 10, 2022

DENTON COUNTY TRANSPORTATION AUTHORITY

MEMBER CITIES SALES TAX REPORT
MONTH ALLOCATION IS RECEIVED FROM COMPTROLLER
PREVIOUS YEAR COMPARISON

CITY OF LEWISVILLE						CITY OF HIGHLAND VILLAGE					
Sales Generated in Month of:	Received in Month of:	2020-2021 Year Actual	2021-2022 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance	Sales Generated in Month of:	Received in Month of:	2020-2021 Year Actual	2021-2022 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,348,633	\$ 4,067,980	\$ 719,347	21.48%	October	December	\$ 341,390	\$ 409,602	\$ 68,213	19.98%
November	January	\$ 3,755,579	\$ 4,446,756	\$ 691,177	18.40%	November	January	\$ 354,573	\$ 444,066	\$ 89,493	25.24%
December	February	\$ 4,903,701	\$ 5,140,124	\$ 236,424	4.82%	December	February	\$ 503,020	\$ 597,222	\$ 94,202	18.73%
January	March	\$ 3,072,003	\$ 4,004,884	\$ 932,882	30.37%	January	March	\$ 320,412	\$ 355,997	\$ 35,584	11.11%
February	April	\$ 2,971,403			0.00%	February	April	\$ 288,219			0.00%
March	May	\$ 4,956,466			0.00%	March	May	\$ 436,049			0.00%
April	June	\$ 3,990,693			0.00%	April	June	\$ 353,678			0.00%
May	July	\$ 6,076,775			0.00%	May	July	\$ 371,973			0.00%
June	August	\$ 5,447,446			0.00%	June	August	\$ 449,307			0.00%
July	September	\$ 4,010,507			0.00%	July	September	\$ 395,735			0.00%
August	October	\$ 3,945,754			0.00%	August	October	\$ 370,264			0.00%
September	November	\$ 4,735,921			0.00%	September	November	\$ 412,047			0.00%
YTD TOTAL		\$ 15,079,915	\$ 17,659,744	\$ 2,579,830	17.11%	YTD TOTAL		\$ 1,519,395	\$ 1,806,887	\$ 287,492	18.92%
FISCAL YEAR TOTAL		\$ 51,214,879				FISCAL YEAR TOTAL		\$ 4,596,666			

CITY OF DENTON					
Sales Generated in Month of:	Received in Month of:	2020-2021 Year Actual	2021-2022 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,174,573	\$ 3,676,801	\$ 502,228	15.82%
November	January	\$ 3,050,388	\$ 3,708,019	\$ 657,631	21.56%
December	February	\$ 4,149,443	\$ 5,123,779	\$ 974,336	23.48%
January	March	\$ 3,086,526	\$ 3,679,379	\$ 592,852	19.21%
February	April	\$ 2,606,494			0.00%
March	May	\$ 4,277,512			0.00%
April	June	\$ 3,557,513			0.00%
May	July	\$ 3,442,340			0.00%
June	August	\$ 4,173,943			0.00%
July	September	\$ 3,845,740			0.00%
August	October	\$ 3,749,030			0.00%
September	November	\$ 4,385,475			0.00%
YTD TOTAL		\$ 13,460,931	\$ 16,187,977	\$ 2,727,047	20.26%
FISCAL YEAR TOTAL		\$ 43,498,977			

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department
Prepared By: Denton County Transportation Authority Finance Department
March 10, 2022

ALL TRANSIT AGENCIES
MONTHLY SALES AND USE TAX COMPARISON SUMMARY

Transit Agency	Current Rate	Net Payment This Period	Comparable Payment Prior Year	% Change	Payments YTD (Calendar)	Prior Year Payments YTD (Calendar)	% Change
Austin MTA	1.00%	\$ 26,050,998	\$ 20,323,996	28.17%	\$ 88,082,797	\$ 68,673,065	28.26%
Corpus Christi MTA	0.50%	\$ 2,673,186	\$ 2,470,611	8.19%	\$ 9,525,015	\$ 8,415,327	13.18%
Dallas MTA	1.00%	\$ 58,415,807	\$ 49,318,190	18.44%	\$ 197,422,548	\$ 166,173,701	18.80%
Denton CTA	0.50%	\$ 2,853,426	\$ 2,296,659	24.24%	\$ 9,722,351	\$ 8,271,478	17.54%
El Paso CTD	0.50%	\$ 4,558,602	\$ 3,960,094	15.11%	\$ 16,012,850	\$ 13,363,071	19.82%
Fort Worth MTA	0.50%	\$ 7,815,043	\$ 6,404,072	22.03%	\$ 26,362,227	\$ 22,088,820	19.34%
Houston MTA	1.00%	\$ 72,580,172	\$ 60,698,215	19.57%	\$ 244,203,847	\$ 203,918,516	19.75%
Laredo CTD	0.25%	\$ 771,247	\$ 657,262	17.34%	\$ 2,793,078	\$ 2,271,619	22.95%
San Antonio ATD	0.25%	\$ 6,602,273	\$ 5,639,220	17.07%	\$ 23,122,238	\$ 19,247,873	20.12%
San Antonio MTA	0.50%	\$ 14,612,066	\$ 12,619,066	15.79%	\$ 51,281,608	\$ 42,786,041	19.85%
TOTALS		\$ 196,932,821	\$ 164,387,386	19.80%	\$ 668,528,558	\$ 555,209,512	20.41%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department
Prepared By: Denton County Transportation Authority Finance Department
March 10, 2022

Board of Directors Memo

March 24, 2022

SUBJECT: Monthly Mobility-as-a-Service Update

Recommendation

For information only. No action required.

Background

A Request for Proposals (RFP) was released on January 16, 2019 for Mobility as a Service (MaaS). Firms were invited to submit proposals (for both federal and non-federal funding project categories) to provide innovative mobility service to DCTA member cities, contracted communities, partner organizations, as well as large employment centers and other areas as the need arises. On March 12, 2019, DCTA received thirty-seven (37) proposals in response to the RFP. Thirty-three (33) proposals were deemed responsive and were evaluated by the evaluation team. The evaluation team rejected two proposals that scored less than seventy (70) points and recommended award to thirty-one (31) firms. The Board of Directors approved the award of Mobility-as-a-Service to thirty-one firms and reduced the total annual contract value of \$2,400,000 to \$75,000 for all task orders issued under the master on-call contracts. One of the recommended firms will not execute a contract due to business operational changes; therefore, thirty (30) firms remain eligible for contract execution. As requested by the Board of Directors, staff is providing a monthly update on all Mobility-as-a-Service commitments, activities, and expenses.

To date, the following twenty-six contracts have been fully executed:

- | | | |
|-----------------------------|----------------------------|---|
| • AJL International | • Irving Holdings | • RideCo |
| • Bird Rides | • Iteris | • Rideshark Corporation |
| • Bubbl Investments, LLC. | • Kapsch | • River North (Via) |
| • Dashboard Story dba DUET | • Lyft | • Roundtrip |
| • DemandTrans Solutions | • Moovel | • Routematch |
| • DoubleMap | • Moovit | • Spare Labs, Inc. |
| • Downtowner Holdings, LLC. | • MV Transportation | • Spare Labs, Inc. (with First Transit) |
| • First Transit | • Muve: Quebec, Inc. | • Transdev North America |
| • Ford Smart Mobility, LLC. | • Quebec, Inc. dba Transit | |

The remaining four contracts, all with software companies (Passport, SeatsX, Token Transit and Transloc), have been placed on hold until a need arises to enter into a contract for software.

Previous Board Activity & Action

Task Order #1 Lewisville Lakeway Zone and Denton Evening Zone was issued to Spare Labs, Inc. for Platform-as-a Service (Spare Platform). The task order was approved for award at the June 2020 Board meeting and was issued on 6/30/2020 for a not-to-exceed amount of \$50,000 per year with an initial term of two years and one two-year option to extend (total of 4 years). \$36,616 has been paid for this task order through September 2021. This service was replaced by the GoZone services on September 7, 2021.

Task Order #2 On-Demand Services in Member Cities and Contracted Cities was discussed at the June 2020 Board meeting and was presented at the September 2020 Board meeting to authorize negotiations with two firms. In January 2021, the Board approved and authorized staff to enter into a Task Order with River North (Via) to move forward with the recommendations and implementation of an On-Demand Service plan. In April 2021, the Board authorized a task order in the amount of \$33,520,691 for a period of four years, with a yearly breakdown presented below in the Financial Impact section.

Task Order #3 On-Demand Services for the McKinney Urban Transit District (MUTD) was requested by the City of McKinney. The City of McKinney has asked DCTA and DART, as a joint partnership, to provide on-demand services for the MUTD member cities. Services provided by DCTA to MUTD terminated on December 31, 2021. The DART Board of Directors approved an agreement with Spare Labs at its September 28th Board meeting. Spare Labs and DART began providing services to MUTD in January 2022.

Identified Need

Provides the Board of Directors a monthly status on Mobility-as-a-Services Contracts

Financial Impact

The breakdown of Task Order #2 with Via is included in the table below. As of February 28, 2022, \$141,600 was incurred toward up front hard costs. DCTA has also incurred for \$2,847,167 related to GoZone service hours. An amendment of \$74,900 was approved in September 2021 for scheduling and customer support; \$72,403 has been incurred on this project as of February 28, 2022. As of March 16, 2022, Amendment #4 was executed for the customer support service.

	Year 1	Year 2	Year 3	Year 4	
Up Front Hard Costs	\$ 238,000	\$ 10,500	\$ -	\$ -	
Base Service	4,068,910	5,512,341	5,623,176	5,735,345	
Phase I Add-Ons	1,266,455	1,629,446	1,662,208	1,695,365	
Phase II Add-Ons	1,405,426	1,527,013	1,557,716	1,588,790	
	<u>\$ 6,978,791</u>	<u>\$ 8,679,300</u>	<u>\$ 8,843,100</u>	<u>\$ 9,019,500</u>	<u>\$ 33,520,691</u>

Exhibits

N/A

Submitted By: 
Brandy Hazel, Manager of Contracts & Procurement

Final Review: 
Athena Forrester, AVP of Regulatory Compliance

Board of Directors Memo

March 24, 2022

SUBJECT: Budget Information

Recommendation

This item is presented for informational purposes only. No action is required. The Financial Management Policies authorize the CEO to approve budget transfers between expense categories and departments, not to exceed 5% of the total annual operating budget.

Background

The DCTA budget is prepared months in advance of the start of the fiscal year and not all expenses can be anticipated at the time of the budget preparation. Therefore, during the fiscal year, it may become necessary to reforecast the annual expenses and complete transfers between budget categories and/or departments based on changing needs of the agency. Revising the budget for material changes will provide a better forecasting and management tool for the Board and DCTA staff for future periods.

BUDGET TRANSFER / REVISION REQUEST					
TRANSACTION TYPE:			Number: 2022-08		
Transfer	<input checked="" type="checkbox"/>				
Revision	<input type="checkbox"/>				
			Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
TRANSFERS WITHIN EXISTING BUDGET					
<u>OPERATING EXPENSES:</u>					
<i>Bus Operations:</i>	Professional Services (500.50309)	\$	379,000	\$ 75,000	\$ 454,000
<i>Rail Operations:</i>	Fuel (620.50410)		1,086,600	(75,000)	1,011,600
<i>Net Position Impact</i>			\$	-	

Previous Board Activity & Action

The FY22 budget was originally adopted on September 23, 2021. This is the eighth budget revision related to the FY22 budget.


Identified Need

Provides the Board of Directors a monthly status on any budget transfers completed.

Financial Impact

At the March 7th Board Meeting, the Board approved the CEO to enter into an agreement with River North Transit LLC (Via) for Comprehensive Operations Analysis services in the amount of \$75k. This additional expense will be covered using realized rail fuel savings. Overall, there is a net zero impact to the FY22 budget.



Submitted By: 
Amanda Riddle
Senior Manager of Budget

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

Board of Directors Memo

March 24, 2022

SUBJECT: Monthly Ridership Reports

Ridership Trends

Exhibits 1-6 provide an overview of total monthly ridership trends across all DCTA services—comparing FY19 against FY20, FY21 and FY22. In addition, this month's updated ridership exhibits include visual comparisons of GoZone and Connect ridership plus fixed-route reports by route and type of service.

The summary table below shows that February 2022 month-over-month bus trips increased (25.4%) from January levels, which can be attributed to increased demand on UNT routes.

February A-train boardings declined by approximately 8 percent over the same period. This winter decline aligns with can be observed in prior years. Nevertheless, February A-train boardings were over 8 percent higher than the average monthly A-train monthly boardings in FY21.

	Unlinked Passenger Trips			Jan.-Feb. % Change
	2021	2022		
	December	January	February*	
Bus	133,347	82,856	111,121	25.4%
Rail	15,313	11,717	10,824	-8.3%
GoZone	39,070	48,304	39,887	-21.1%
Access	1,693	1,533	1,400	-9.5%
On-Demand	438	260	254	-2.4%

* 3 Ice days in February 2022

Ridership recovery from the COVID-19 pandemic continues with February 2022 bus ridership being almost three times higher than reported February 2021 levels along with recorded A-train boardings being up about 88 percent from February 2021 levels.

	Unlinked Passenger Trips		
	Feb-21	Feb-22	% Change
Bus	39,184	111,121	184%
Rail	5,745	10,824	88%
Access	1,023	1,400	37%
On-Demand	435	254	-42%
ALL MODES	46,387	123,599	166%

Exhibits

- Exhibit 1: Ridership by Mode – February 2022
- Exhibit 2: A-train Year-Over-Year Ridership Comparison
- Exhibit 3: Connect and GoZone Ridership by Month and Year
- Exhibit 4: Fixed-Route Ridership – February 2022
- Exhibit 5: Connect Ridership Year-Over-Year by Month
- Exhibit 6: UNT Ridership Year-Over-Year by Month

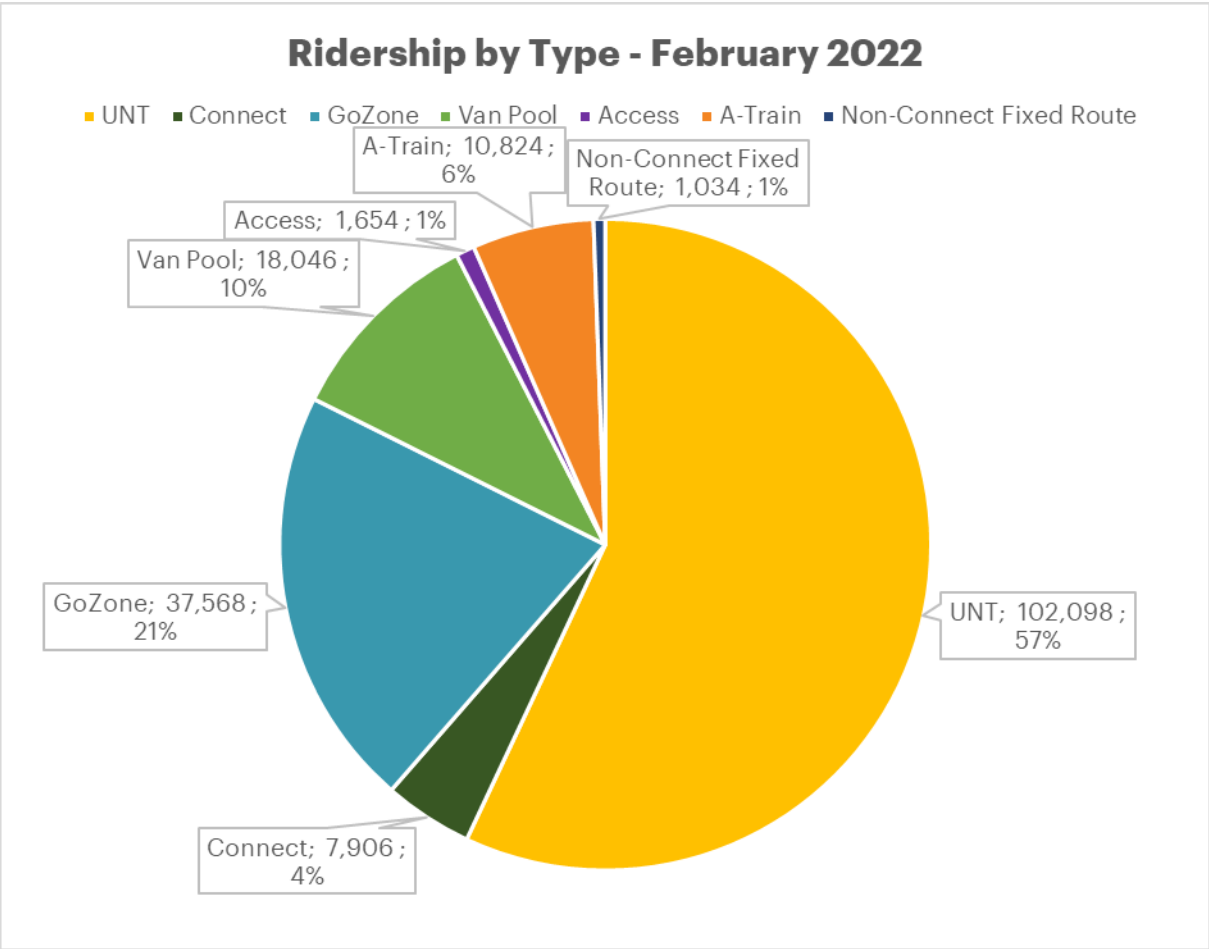
Submitted By: 
Tim Palermo, Planning & Data Analytics Manager

Final Review: 
Troy Raley, Senior Director – Mobility Services

Final Review: 
Rony Philip Sr. Director – Rail Operations

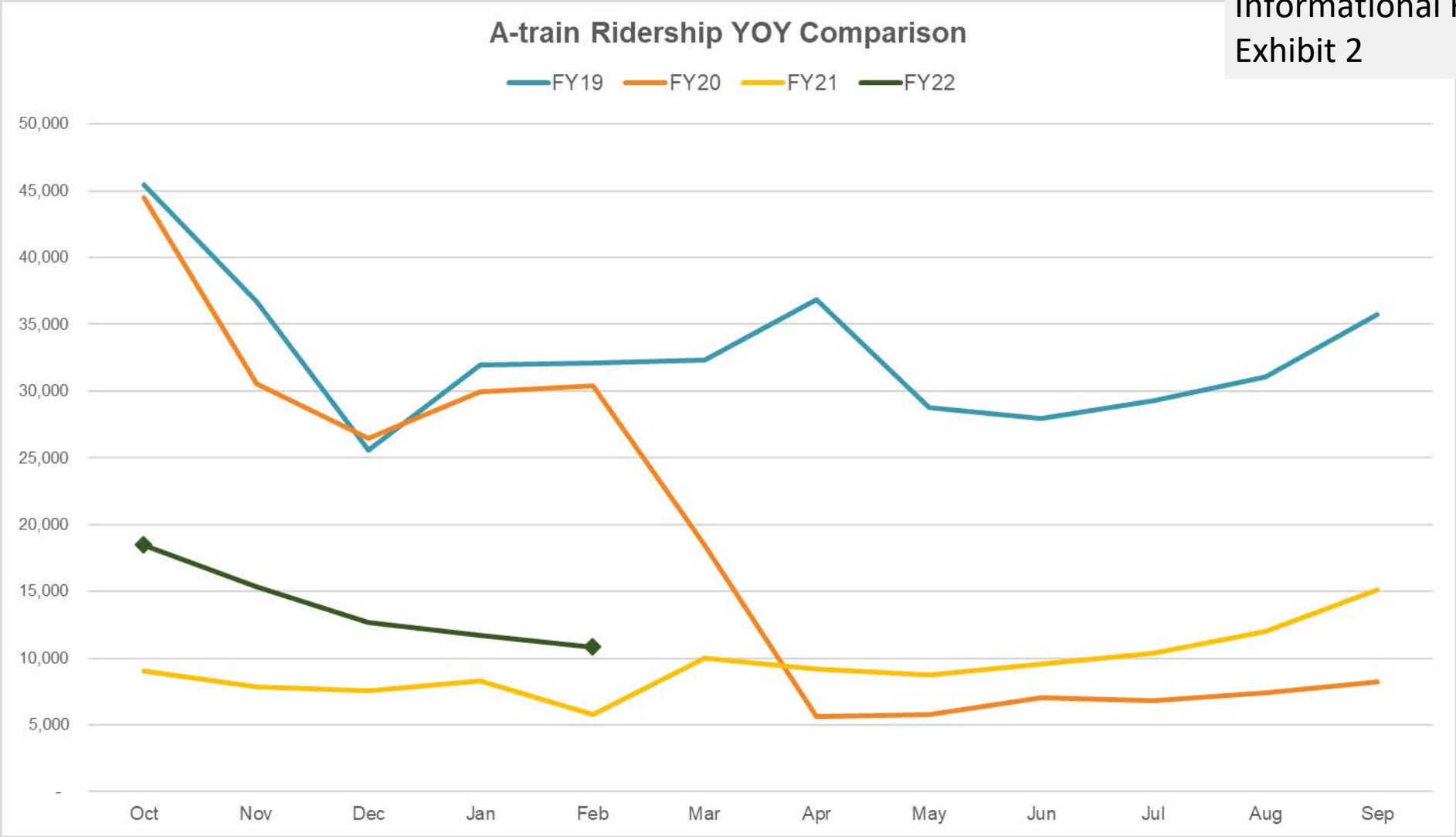
Ridership by Mode – February 2022

Total February 2022 ridership across all modes of transit within member cities: **179,130**



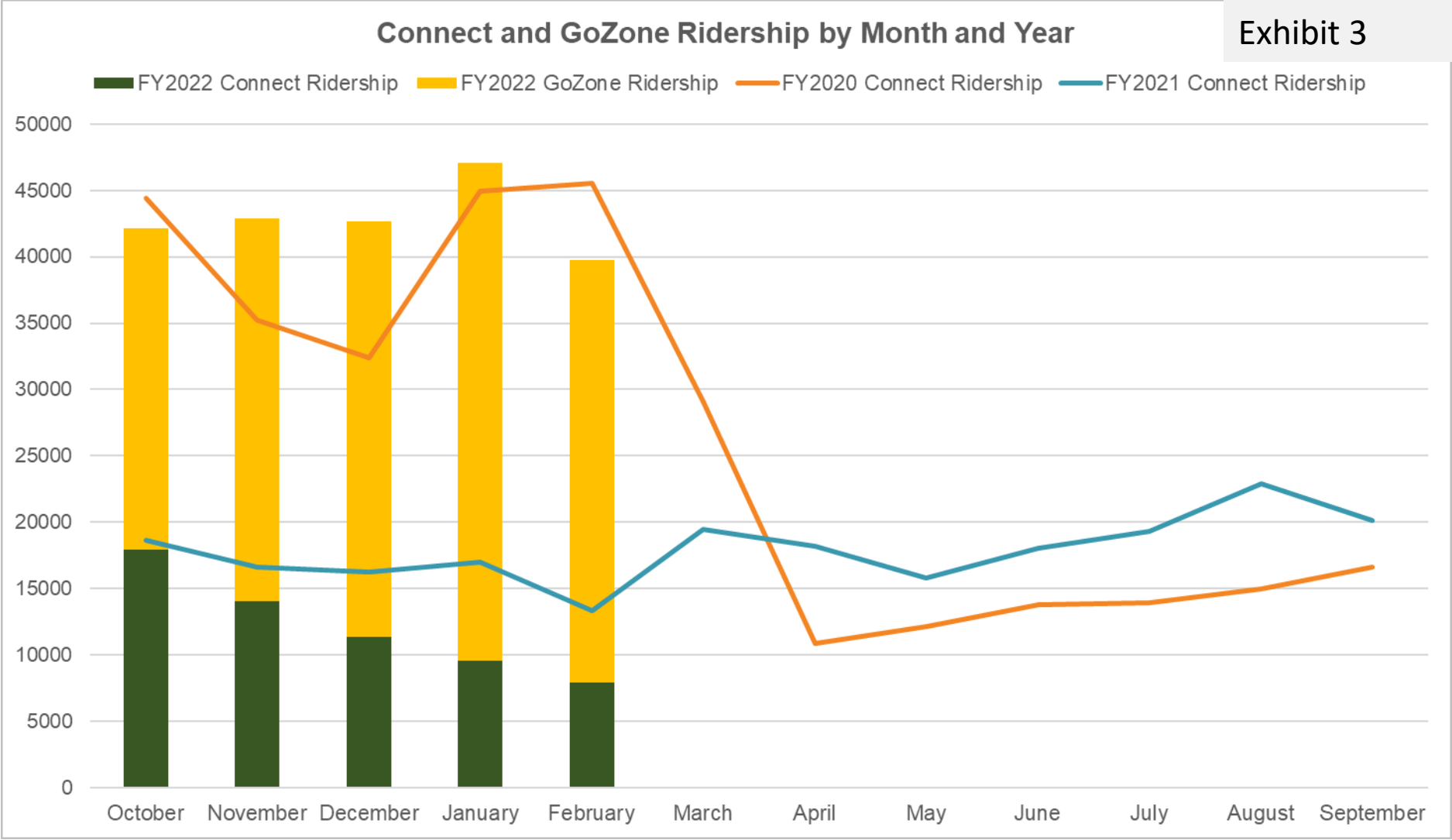
A-Train Year-Over-Year Ridership Comparison

Informational Report 02
Exhibit 2



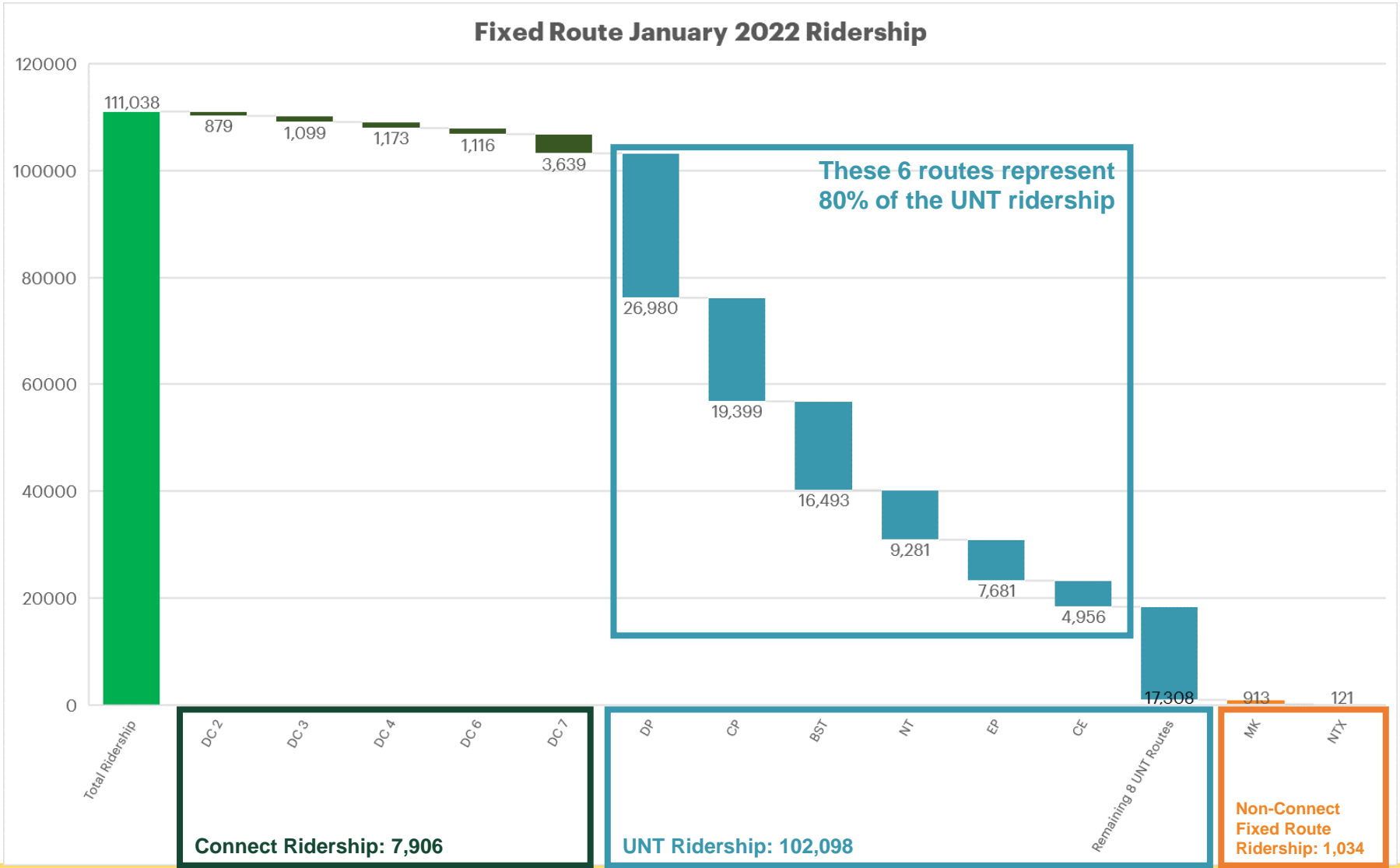
Connect and GoZone Ridership by Month and Year

Informational Report 02
Exhibit 3

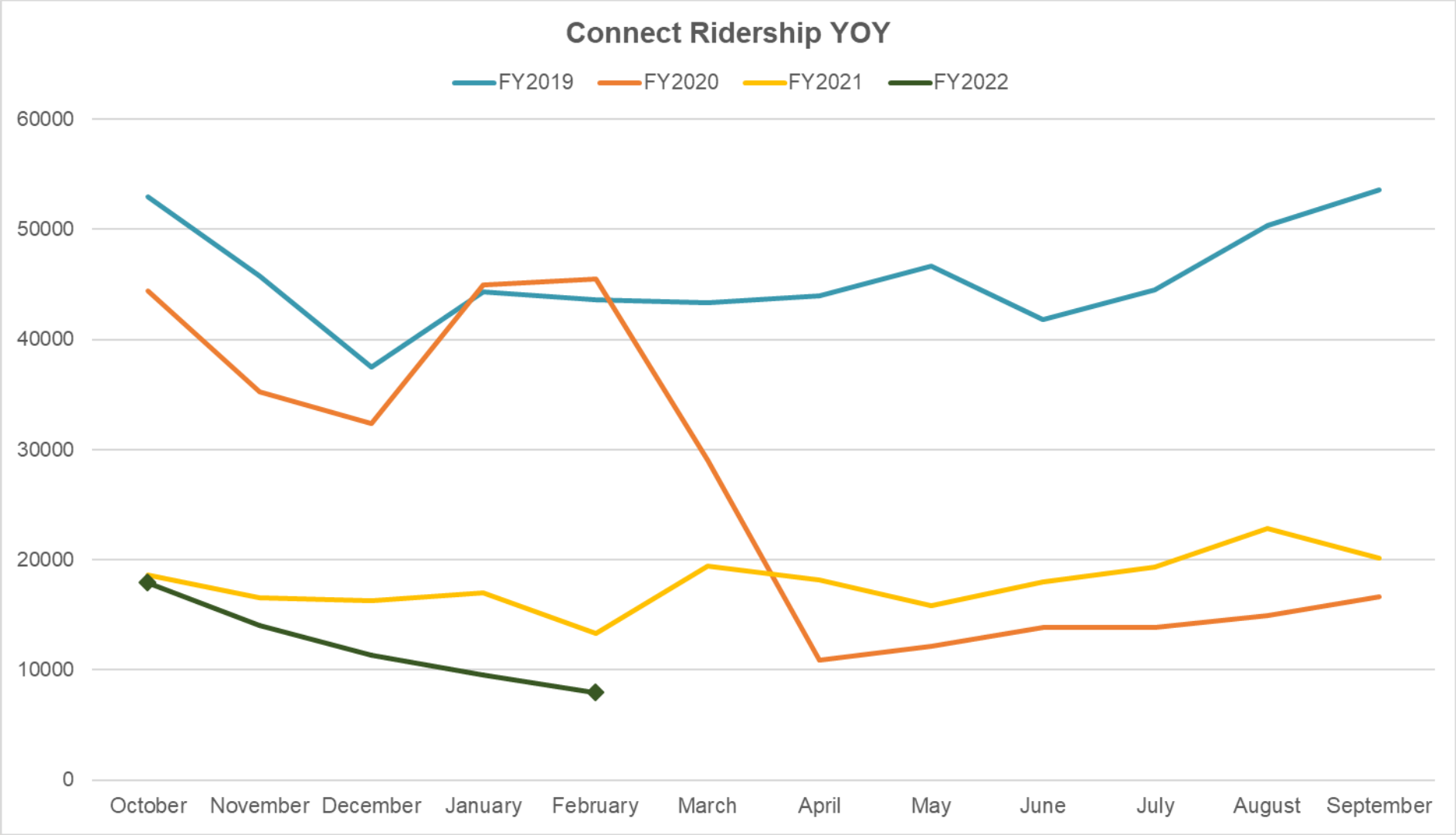


Note: GoZone program began September FY21, with first month ridership at 182

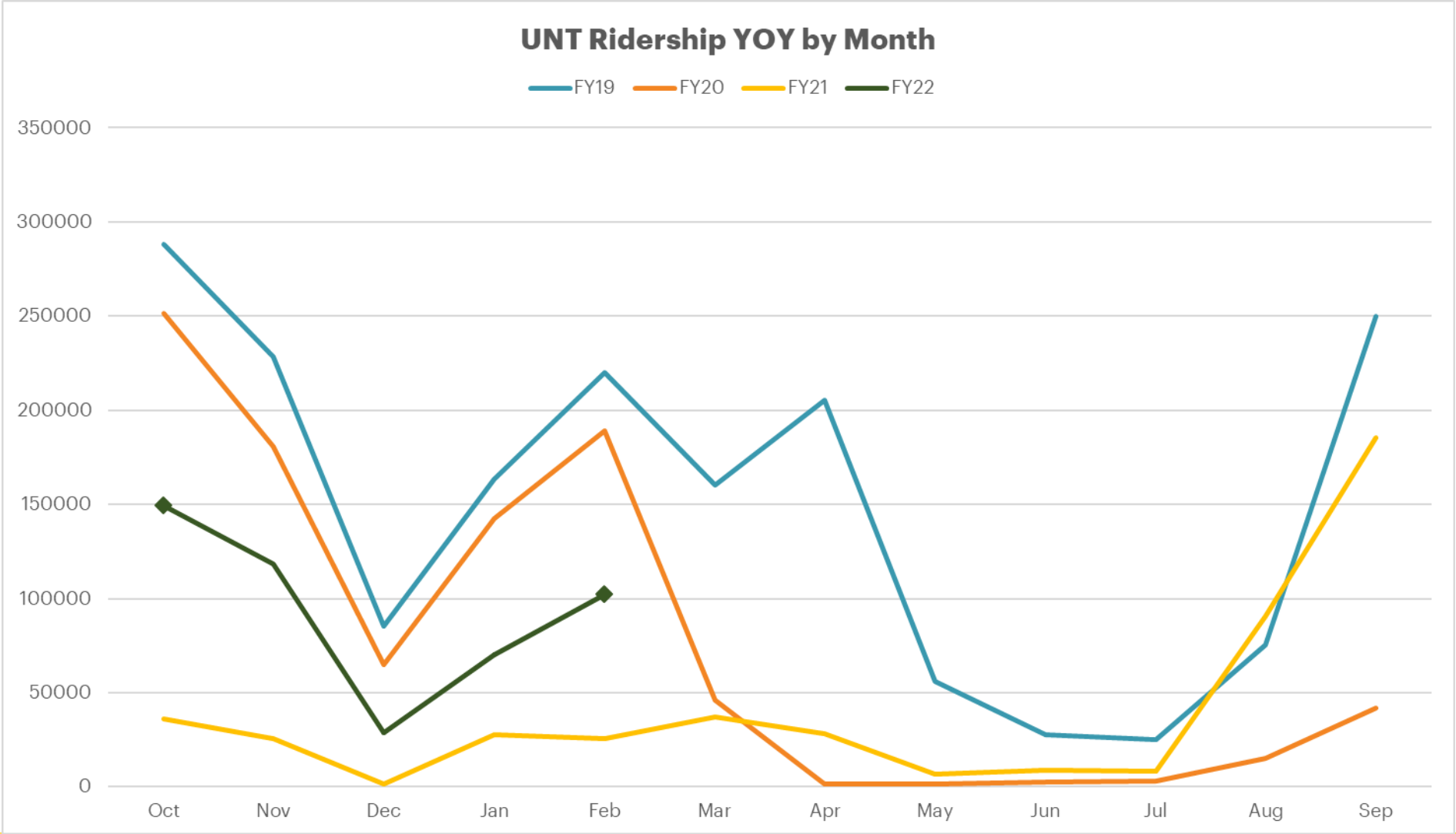
Fixed Route Ridership – January 2022



Connect Ridership Year-over-Year by Month



UNT Ridership Year-over-Year by Month





Board of Directors Memo

March 24, 2022

SUBJECT: Social Service Agency Roundtable Recap Report

Recommendation

This is an informational item.

Background

The purpose of the Social Service Agency Roundtable is to establish and maintain collaborative relationships and partnerships with social service agencies throughout Denton County. This ensures that DCTA is collectively meeting the needs of our community.

Previous Board Activity & Action

There has been no previous Board activity or action on this item.

Identified Need

DCTA hosts roundtables on a quarterly basis and maintains ongoing communications with all participating agencies.

Financial Impact

There is no financial impact

Exhibits

Exhibit 1: Social Service Agency Roundtable Recap Report

Submitted By: _____
Mary Worthington, Community Relations Manager

Approval: _____
Pamela Burns, Director of Public Involvement and Communications



Social Service Agency Roundtable Recap Report

February 8, 2022 – Lewisville Virtual SSA Meeting

February 10, 2022 – Denton Virtual SSA Meeting

MEETING & PROMOTION OVERVIEW



Meeting Details – Lewisville Virtual

Location: Virtual Meeting

Date: Tuesday, February 8

Time: 9 a.m. – 10:00 a.m.

Invitations: Lewisville - 136

Actual Attendees:

Lewisville: 17 attendees

DCTA staff: 6 attendees

Agencies in Attendance: Lewisville ISD, Kittelson & Associates, Salvation Army Lewisville, Lewisville Neighborhood and Sustainability Services, Texas Workforce for Rehabilitation Services

The purpose of the Social Service Agency Roundtable is to establish and maintain collaborative relationships and partnerships with social service agencies throughout Denton County. This ensures that DCTA is collectively meeting the needs of our community.



Meeting Details –Denton Virtual

Location: Virtual Meeting

Date: Thursday, February 10

Time: 9 a.m. – 10:00 a.m.

Invitations: Denton – 139

Actual Attendees:

Denton : 24

7 DCTA staff

Agencies in Attendance: Denton Chamber of Commerce, City of Denton, Christian Community Action, University of North Texas, Via, Services of North Texas, Kittleson & Associates, Serve Denton, Our Daily Bread, Denton County MHMR, Foster Grandparent Program

The purpose of the Social Service Agency Roundtable is to establish and maintain collaborative relationships and partnerships with social service agencies throughout Denton. This ensures that DCTA is collectively meeting the needs of our community.



Meeting Agenda



SOCIAL SERVICE AGENCY ROUNDTABLES VIRTUAL MEETING LEWISVILLE – February 8, 2022 DENTON – February 10, 2022 AGENDA

Welcome and Introductions - Mary Worthington, Community Relations Manager

- New DCTA Staff – Camille Rivera, Community Relations Coordinator

GoZone Service Update

Javier Trilla, Assistant Vice President of Innovation and Information Technology
Rusty Comer, Senior Manager of Mobility Services

- Ridership
- GoZone to Castle Hills - January
- Feedback

A-train Updates

- Ridership is up over the previous year.
- December total ridership - 12,679, compared to 7,564 in December 2020.
- Average weekday ridership in December of 509 riders per week, compared to 310 for the same period in December 2020.
- Average Saturday ridership was 321 as compared to 186 in 2020.
- Silverline Update – Joint Rail Operating Facility

Title VI Policy Update – Krista Purser, Kittelson & Associates

<https://www.surveymonkey.com/r/DCTADemographics>

Service Updates



<https://www.dcta.net/passenger-resources/stayinformed/schedule-changes>

Campaigns & Events

- Safety Kids Campaign – all of February
- Free Ride Campaign
- Colorpalooza – Lewisville - Saturday, April 23, 2022
- Register to Vote partnership with JOLT Initiative

Open Discussion

- Social Service Agency Activity announcements

Next Meeting

- 9:00 a.m.
- LEWISVILLE – May 10, 2022
- DENTON – May 12, 2022

General Promotion

The February 2022 SSA Roundtable Meetings were promoted via Community Outreach News, Facebook, Twitter and direct email.

Social Media Comprehensive Results:

Facebook

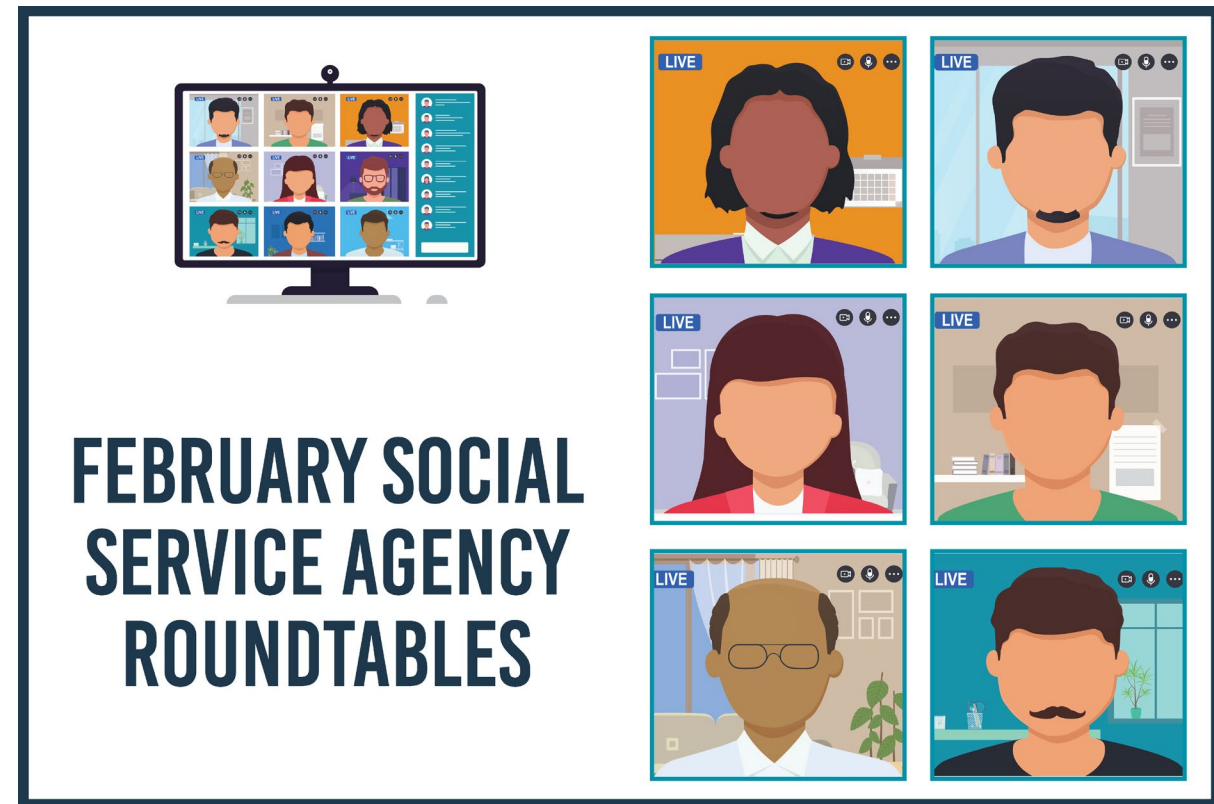
People Reached – 417

Total Engagements -3

Twitter

Impressions –716

Engagements - 9



MEETING NOTES – Lewisville & Denton



Meeting Notes

Welcome and Introductions

- In order to facilitate a group atmosphere, introductions were made through an icebreaker in the chat mechanism of the Microsoft Teams meeting platform

Review of Handouts/Presentations

- The following updates and information were provided:
 - General Service Updates
 - GoZone update:
 1. Ridership increase of 23% from December to January in both Denton and Lewisville.
 2. GoZone in Castle Hills launched in January.
 - A-Train Update
 1. Ridership up over previous year. December of 2021 total ridership was 12,679 compared to 7,564 in December of 2020.



Meeting Notes

- Updates continued
 - Silverline Update – Joint Rail Operating Facility
 1. We expressed our vision for the Silverline, and that we are partnering with DART to provide maintenance at this facility.
 - Title VI Update
 1. With the help of Kittleson and Associates, the Social Service Agencies were made aware of all Title VI updates for our Agency.
 2. Presenters took the time to discuss updated terminology, plans, and working papers. They also answered all questions brought up by the Social Service Agencies.



Meeting Notes

Campaigns

- Safety Kids Campaign – A campaign made to educate children on safety in and around DCTA vehicles.
- Free Ride Campaign
- Register to Vote partnership with JOLT Initiative

Open Discussion

- We provided agencies with the space to notify us and all other Social Service Agencies of any activities or events they're hosting in the coming weeks.



NEXT ROUNDTABLE MEETINGS



May 2022 Roundtable Meetings

Lewisville

Date/Time:

Tuesday, May 10, 2022
9:00 a.m. – 10:30 a.m.

Virtual Meeting via Microsoft Teams

Denton

Date/Time:

Thursday, May 12, 2022
9:00 a.m. – 10:30 a.m.

Virtual Meeting via Microsoft Teams

For questions about the upcoming Social Service Agency Roundtables
or to get more involved in the conversation, please contact:

Mary Worthington, Community Relations Manager

mworthington@dcta.net



Board of Directors Memo

March 24, 2022

SUBJECT: Renewal of Lease for Administration Office Property

Recommendation

This is an informational item only.

Background

DCTA initially entered into an agreement with Blacktop LLC on July 3, 2014 ("Original Lease") for the lease of 1955 Lakeway Drive, Suite #260, Lewisville, TX 75057 to serve as office space for DCTA administrative staff. The first amendment and extension of the lease agreement went into effect on March 23, 2017 ("First Amendment") and expired September 30, 2020. The Second Amendment authorized a term of a 24-month extension beginning October 1, 2020 and ending on September 30, 2022.

Staff is negotiating a Third Amendment to become effective October 1, 2022, through September 30, 2024, with an option for a one-year extension through September 30, 2025.

Previous Board Activity & Action

Bulleted list of dates and type of activity with board. Example:

- February 14, 2017 Amendment One approved
- July 23, 2020 Amendment Two approved

Identified Need

The lease agreement for 1955 Lakeway Drive, Suite #260, Lewisville, TX 75057 expires on September 30, 2022. This location is utilized as office space for approximately twenty-three (23) DCTA administrative staff as well as a location to host routine Board of Directors meetings and meetings with external parties and the public. At this time, all other DCTA facilities are at capacity and cannot accommodate the needs served by the administrative office property.

Staff is conducting a market analysis of properties in the marketplace to compare rental rates to ensure we are receiving the best rate available. Additional information will be provided at the April meeting.

Financial Impact

Staff is compiling information and will present at the April meeting.

Exhibits

N/A

Submitted By: 

Athena Forrester/AVP of Regulatory Compliance



Board of Directors Memo

March 24, 2022

SUBJECT: Request for Proposals (RFP) 22-07 Federal Legislative Consultant

Recommendation

This is an informational item only. Staff will bring an action item to the Board in July for consideration of approval.

Background

The current contract for Federal Legislative Consultant is effective October 1, 2017, through September 30, 2022. A request for Proposals (RFP) is in development for Federal Legislative Consultant. Staff plans to bring a final recommendation for award to the Board at the July 28, 2022, meeting.

Previous Board Activity & Action

There has been no previous Board activity or action on this item.

Identified Need

DCTA needs continued federal legislative consulting services to serve as its representation in Washington, D.C. before the United States Congress and appropriate Federal agencies.

Financial Impact

This information report has no financial impact.

Exhibits

N/A

Submitted By: _____
Brittney Farr, Director of Government Relations

Final Review: _____
Geri Osinaike, Senior Procurement Specialist

Board of Directors Memo

March 24, 2022

SUBJECT: NTMC Request for Operator & Hourly Employee COVID Leave and Vaccination Pay

Background

On January 25, 2022, North Texas Mobility Corporation (NTMC) met with the Amalgamated Transit Union (ATU) Local 1338 to discuss Operator COVID Leave and Vaccination Pay. NTMC and the ATU have reached a tentative Agreement. As per the Agreement, the eligibility dates will go into effect as of January 25, 2022, and expire on December 31, 2022. NTMC would also like to consider hourly employees eligible for the pay. They would be required to follow the same requirements as Operators. Staff will bring a proposed Budget Amendment to Board for approval at the April Board Meeting.

Previous Board Activity & Action

NTMC Board of Directors approved the plan on March 2, 2022.

Identified Need

The intent of the program is to help offset expenses incurred by NTMC Operators and hourly employees that are COVID related occurrences.

Financial Impact

The NTMC Board approved request is in the total amount of \$94,562.48 for the 2022 calendar year. For FY22 the allocated costs would be \$70,921.86 and FY23 would have a cost of \$23,640.62 for the 1st quarter.

Recommendation

Staff recommends approving funding the FY22 portion of \$70,921.86 at the upcoming April meeting, and NTMC budget the remaining \$23,640.62 in the FY23 budget.

Exhibits

NTMC Board Memo dated February 3, 2022.



Submitted By: _____
Troy Raley Sr Director of Mobility Services

MEMO

To: NTMC Board of Directors

From: Maurice Pearl, General Manager

CC: John Hendrickson, President; Scott Lewis, Treasurer; Sean Spell, Secretary; and Louise Francois, AGM.

Date: February 3, 2022

Subject: Discuss and consider Operator & Hourly Employee COVID Leave & Vaccination Pay

BACKGROUND:

On January 25, 2022, North Texas Mobility Corporation (NTMC) met with the Amalgamated Transit Union (ATU) Local 1338 to discuss Operator COVID Leave and Vaccination Pay. NTMC and the ATU have reached a tentative agreement. As per the agreement, the eligibility dates will go into effect as of January 25, 2022, and expire on December 31, 2022. NTMC would also like to consider hourly employees, and they would be required to follow the same requirements as operators.

COVID Leave & Vaccination Pay:

COVID Leave- Vaccinated Operators in revenue service will be eligible for up to 40 hours of COVID Leave for COVID reasons with proper documentation as follows:

- Quarantine or Isolation period should the vaccinated operator test positive or is seeking testing due to experiencing symptoms
- Recovery time from vaccinations should the Operator experience side effects
- Care for a dependent/child under 18 whose school or care facility is closed wholly or partially, or the dependent is required to quarantine.

Vaccination Pay- Operators will be eligible for up to 8 hours of pay for vaccinations and boosters

- Two hours of base pay rate per vaccine/booster up to 8 hours total as long as the vaccination is not scheduled on work time.
- Operators will receive two hours at base pay for vaccines/boosters in the event they take it during a company on-site scheduled vaccination/booster clinic



NTMC FINANCIAL IMPACT:

Operators:

COVID Leave is calculated at the base rate of pay multiplied by 40 hours

Vaccination Pay is calculated at the base rate of pay multiplied by 8 hours

Total COVID Leave Operator Cost	\$52,157.20
Total Vaccination Hours Cost	\$10,431.44
Total Estimated Cost	\$62,588.64

Vaccinated / Unvaccinated (Operators)	
Fully Vaccinated	38
Unvaccinated	16
Partially Vaccinated	3

Total Cost for FY2022 & FY2023 Year

FY2022 Budget Per Quarter (3 quarters)	\$20,862.88
FY2023 Budget (1 Quarter)	\$15,647.16

Hourly Employees:

COVID Leave is calculated at the base rate of pay multiplied by 40 hours

Vaccination Pay is calculated at the base rate of pay multiplied by 8 hours

Total COVID Leave Hourly EE Cost	\$26,644.86
Total Vaccination Hours Cost	\$5,328.97
Total Estimated Cost	\$31,973.84

Vaccinated / Unvaccinated (Hourly)	
Fully Vaccinated	21
Unvaccinated	12
Partially Vaccinated	0

Total Cost for FY2022 & FY2023 Year

FY2022 Budget Per Quarter (3 quarters)	\$10,657.95
FY2023 Budget (1 Quarter)	\$7,993.46

Recommendation:

NTMC Staff recommends approval of COVID-19 leave pay and vaccination shot pay, pending DCTA Board approval and transfer of funds to NTMC budget.

If you have any questions, don't hesitate to contact me.

Department	Number of FT EE's	in Pay Rate	April (CBA) Pay Rate	COVID Leave Hours	Estimated COVID Leave Cost	Vaccination Hours	Total Vaccination Hours Cost
Bus Operations	5		\$16.07	40	\$3,214.00	8	\$642.80
Bus Operations	2		\$17.26	40	\$1,380.80	8	\$276.16
Bus Operations	10		\$17.68	40	\$7,072.00	8	\$1,414.40
Bus Operations	1		\$18.22	40	\$728.80	8	\$145.76
Bus Operations	1		\$18.33	40	\$733.20	8	\$146.64
Bus Operations	4		\$18.86	40	\$3,017.60	8	\$603.52
Bus Operations	3		\$19.94	40	\$2,392.80	8	\$478.56
Bus Operations	39		\$21.55	40	\$33,618.00	8	\$6,723.60
					\$52,157.20		\$10,431.44

Total COVID Leave Operator Cost	\$52,157.20
Total Vaccination Hours Cost	\$10,431.44
Total Estimated Cost	\$62,588.64

FY2022 Budget Per Quarter (3 quarters)	\$20,862.88	NTMC is currently 33 days into Q2 and estimated cost is factored into calculations as 3 quarters
FY2023 Budget (first quarter only)	\$15,647.16	

COVID Leave & Vaccination Pay is only tentatively negotiated for 2022 Calendar Year

Vaccinated / Unvaccinated (Operators)	
Fully Vaccinated	38
Unvaccinated	16
Partially Vaccinated	3

**totals are subject to change due to EE's turning in vaccination documentation & totals are only counted for*

Department	Number of FT EE's in Department	Number of FT EE's w/ 3% Increase Pay Rate	COVID Leave Hours	Estimated COVID Leave Pay	Vaccination Hours	Estimated Vaccination Cost
Administration	1	\$18.54	40	\$741.60	8	\$148.32
Customer Service	7	\$114.31	40	\$4,572.38	8	\$914.48
Maintenance	17	\$336.41	40	\$13,456.33	8	\$2,691.27
Supervisor/Dispatch	11	\$196.86	40	\$7,874.56	8	\$1,574.91

\$26,644.86

\$5,328.97

Total COVID Leave Hourly EE Cost	\$26,644.86
Total Vaccination Hours Cost	\$5,328.97
Total Estimated Cost	\$31,973.84

FY2022 Budget Per Quarter (3 quarters)

\$10,657.95

5 NTMC is currently 33 days into Q2 and estimated cost is factored into calculations as 3 quarters

FY2023 Budget Per Quarter (first quarter only)

\$7,993.46

* Staff COVID Leave & Vaccination Pay would only be active for 2022 Calendar Year*

Vaccinated / Unvaccinated (Hourly)	
Fully Vaccinated	21
Unvaccinated	12
Partially Vaccinated	0

**totals are subject to change due to EE's turning in vaccination documentation & totals are only counted for FT Hourly EE's only*