



Board of Directors Regular Meeting

November 12, 2020 | 10:00 a.m.

To be held by Zoom Video Conference

NOTICE IS HEREBY GIVEN that the members of the DCTA Board of Directors will be meeting via video conference using Zoom. The meeting will be made available to the public at the following web address <https://zoom.us/j/95251357281> or by joining via telephone by dialing the following number: +1 346 248 7799; Meeting ID: 952 5135 7281

CALL TO ORDER

INVOCATION

RECOGNITION OF SERVICE

Ron Trees, Little Elm, 2 years of service

PUBLIC COMMENT

This agenda item provides an opportunity for citizens to address the Board of Directors on any agenda item(s) or other matters relating to the 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 Board of Directors regarding any item(s) may do so by utilizing the "raise hand" function of the Zoom meeting at this time. Citizens that are not able to connect virtually to the Zoom meeting must email his or her public comment to bpedron@dcta.net no later than 3:00 pm on Wednesday, November 11, 2020 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 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 October 22, 2020 Meeting Minutes
([packet pages 7-13](#))

Action Item

Presenter: Chris Watts, Denton, Board Chair

Item Summary: Staff recommends approval of the October 22, 2020 Meeting Minutes.

Backup Information: Exhibit 1: October 22, 2020 Board Meeting Minutes

2. **Consider Approval of Fifth Amendment to the City of McKinney MUTD (Collin County Transit) Interlocal Agreement**
(packet pages 14-62)

Action Item

Presenter: Lindsey Baker, Director of Government Relations

Item Summary: The MUTD Board is requesting a six-month extension to the Interlocal Agreement with DCTA for mobility services to Collin County Transit. This fifth amendment would extend the ILA from January 1, 2021 through June 30, 2021 with no budgetary or service changes from the fourth amendment.

Backup Information: Memo: Consider Approval of Fifth Amendment to the City of McKinney MUTD (Collin County Transit) Interlocal Agreement

Exhibit 1: Proposed Fifth Amendment to the City of McKinney MUTD ILA

Exhibit 2: City of McKinney Original ILA

Exhibit 3: City of McKinney Amendment One Fully Executed (2017)

Exhibit 4: City of McKinney Amendment Two Fully Executed (2018)

Exhibit 5: City of McKinney Amendment Three Fully Executed, extending the agreement through July 31, 2020

Exhibit 6: City of McKinney Amendment Four Fully Executed, extending the agreement through December 31, 2020

3. **Consider Approval of Monthly Financial Statements for September 2020**
(packet pages 63-67)

Action Item

Presenter: Marisa Perry, CFO/VP of Finance

Item Summary: Board approval will be requested of the following items:

- Financial Statements for September 2020

- Capital Projects Budget Report for September 2020

Backup Information: Memo: Consider Approval of Monthly Financial Statements for September 2020

Exhibit 1 (a): Monthly Financial Statements – September 2020

Exhibit 1 (b): Capital Projects Budget Report – September 2020

INFORMATIONAL REPORTS

1. **Monthly Financial Reports**
(packet pages 68-69)

Item Summary: DCTA staff will answer questions of the Board regarding updates on financial items.

Backup Information: Memo 1: Monthly Sales Tax Receipts (under separate cover)

Exhibit 1: FY20 Monthly Sales Tax Report (under separate cover)

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

Memo 3: Budget Information

REGULAR AGENDA

1. Discuss Transformation Initiative Progress Report

([packet page 70](#))

Possible Action Item

Presenter: Nicole Recker, VP of Mobility Services and Administration

Item Summary: The Board-led Transformation Initiative successfully launched on August 7, 2020. An overview of progress has been included in the packet for review and any necessary discussion. Routine progress reports will be provided to the board in each Friday email as well as included on each board agenda. The board will recap discussions had during the November 5, 2020 specially called meeting and staff will provide an update on next steps. Staff and Accenture will also be prepared to answer questions from the board.

Backup Information: Memo: Discuss Transformation Initiative Progress Report

2. Discuss Actions Relating to the 87th Texas Legislative Session

([packet page 71](#))

Discussion Item

Presenter: Kristina Holcomb, Deputy CEO

Lindsey Baker, Director of Government Affairs
Rick Dennis, HillCo

Item Summary: Continue discussions with the Board of Directors regarding communications and actions related to priority legislative items for the 87th Legislative Session.

Backup Information: Memo: Discuss Actions Relating to the 87th Texas Legislative Session

3. Consider Approval of Resolution R20-22 Approving the Denton Country Transportation Reinvestment Program (TRiP) Policy

([packet pages 72-95](#))

Action Item

Presenter: Kristina Holcomb, Deputy CEO

Item Summary: The DCTA Transportation Reinvestment Program (TRiP) policy is intended to provide financial assistance to DCTA member cities for transit-supportive projects consistent with and beneficial to DCTA's Long-Range Service Plan goals. As a follow up from the October Board meeting, DCTA staff will facilitate a review of changes arising from DCTA board discussion in order to finalize the policy for Board consideration and approval.

Backup Information: Memo: Consider Approval of Resolution R20-22 Approving the Denton Country Transportation Reinvestment Program (TRiP) Policy

Exhibit 1: Resolution R20-22 Approving the Denton Country

Transportation Reinvestment Program (TRiP) Policy with Exhibit "A" TRiP Policy
Exhibit 2: TRiP Policy Final Draft 10.29.20 (Redline Version)

Exhibit 3: Board Presentation

4. Consider Approval of Spring 2021 University of North Texas (UNT) Service Changes
(packet pages 96-115)

Action Item

Presenter: Nicole Recker, VP of Mobility Services and Administration

Item Summary: DCTA modifies UNT's service delivery three times a year to meet the university's transportation needs and on-campus capacity in line with semester activity. An overview of the proposed Spring 2021 UNT service, effective January 10, 2021, has been included in the packet for review and any necessary discussion. Staff requests that the board review the information in the packet and approve the proposed Spring 2021 service levels.

Backup Information: Memo: Consider Approval of Spring 2021 University of North Texas (UNT) Service Changes

Exhibit 1: DCTA Service Change Overview

Exhibit 2: Spring 2021 UNT Service Change Overview

5. Consider Authorizing the CEO to Enter into a Letter of Intent with Trinity Metro for the Purpose of Exploring Bus Operations and Maintenance Options
(packet pages 116-120)

Action Item

Presenter: Nicole Recker, Vice President of Mobility Services and Administration

Item Summary: DCTA and Trinity Metro desire to evaluate whether their current functions and services can be (i) expanded, (ii) conducted at an overall lower cost, (iii) performed with a greater degree of reliability, efficiency, precision, or quality, (iv) made more accessible, beneficial, and effective for their patrons, (v) grown to play a greater role in meeting the region's mobility needs, expanding economic vitality, and improving overall quality of life, and (vi) otherwise enhanced for the benefit of the public by increased collaboration and cooperation between the Agencies. DCTA staff requests that the Board of Directors review the supporting document and authorize the CEO to enter into a Letter of Intent with Trinity Metro for the purpose of exploring bus operations and maintenance options.

Backup Information: Memo: Consider Authorizing the CEO to Enter into a Letter of Intent with Trinity Metro for the Purpose of Exploring Bus Operations and Maintenance Options

Exhibit 1: Trinity Metro Letter of Intent

6. Discuss and Consider DART Interlocal Agreement (ILA) for Shared Services
(packet pages 121-144)

Possible Action Item

Presenter: Raymond Suarez, CEO
Marisa Perry, CFO, VP of Finance

Item Summary: DCTA operates passenger rail service on rail corridor owned by DART pursuant to a Transportation Access Agreement and Easement 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 ILA for Shared Services that mutually benefits the residents of the respective service areas and enables the parties to cooperate in providing passenger rail service. The rail service connects the Counties of Dallas and Denton, Texas in order to relieve traffic congestion, provide transportation opportunities and to aid in attaining federal air quality standards. DCTA staff shall present key elements of the ILA including a discussion regarding proposed Access and Impact fees associated with DCTA ridership impact on the DART Green Line. Staff is seeking DCTA board approval to authorize the CEO to finalize and enter into the Interlocal Agreement with DART.

Memo: Discuss and Consider DART Interlocal Agreement (ILA) for Shared Services

Exhibit 1: DART ILA (redline)

7. Rail Operations & Maintenance Contract Transition Update
(packet page 145)

Information Item

Presenters: Kristina Holcomb, Deputy CEO

Item Summary: The DCTA Board approved the Consent and Novation agreement at the October Board meeting, authorizing the transfer of the existing First Transit contract to Rio Grande Pacific Corporation (RGPC). As of October 31, the rail operations and maintenance contract seamlessly transitioned to RGPC.

Backup Information: Memo: Rail Operations & Maintenance Contract Transition Update

8. Discuss Local & Regional Transportation and Legislative Issues
Information Item

Presenters: Chris Watts, Denton, Board Chair
Dianne Costa, Highland Village
Raymond Suarez, CEO
Kristina Holcomb, Deputy CEO

Item Summary: The Board Chair and staff will provide an update on local and regional transportation initiatives and discuss state and federal legislative issues.



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.

Backup Information: Exhibit 1: Board Agenda Outlook as of 11.06.2020 ([packet page 146](#))

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:

- A. As Authorized by Section 551.071(2) of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the General Counsel on any Agenda Item Listed Herein or the Regular Board Meeting Agenda.
- B. As Authorized by Section 551.072 of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the Purpose of Deliberation regarding Real Property: Discuss acquisition, sale or lease of real property related to long-range service plan within the cities of Denton, Lewisville, Highland Village, or the A-train corridor.

RECONVENE OPEN SESSION

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

ADJOURN

Board Members:

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

Non-Voting Board Members:

Mark Miller, Ron Trees, Connie White, Dennie Franklin, Tom Winterburn, Joe Perez

Staff Liaison:

Raymond Suarez, CEO

This notice was posted on 11/6/2020 at 3:40 PM.


Brandy Pedron, Executive Administrator, Board Support | FOIA



Board of Directors Meeting Minutes for:

September 24, 2020

Regular Meeting Minutes

The Board of Directors of the Denton County Transportation Authority convened the Regular Meeting of the Board of Directors with Dianne Costa, Chair presiding on September 24, 2020 remotely using Zoom Meeting.

Attendance

Voting Members

Dianne Costa, Chair, Highland Village
TJ Gilmore, Vice Chair, Lewisville
Sam Burke, Secretary, Denton County
Chris Watts, Denton
Cesar Molina, Denton County

Non-voting Members

Tom Winterburn, Corinth
Carter Wilson & Dennie Franklin, Frisco
Connie White, Small Cities
Ron Trees, Little Elm
Mark Miller, Flower Mound
Joe Perez, The Colony

Legal Counsel

Joe Gorfida, NJDHS

DCTA Executive Staff

Raymond Suarez, CEO
Kristina Holcomb, Deputy Chief Executive Officer
Marisa Perry, Chief Financial Officer/Vice President of Finance
Nicole Recker, Vice President of Mobility Services and Administration

Guest Speakers

Nicole Crawford, Optiv
Laura Alexander, Hilltop Financial
Robert Dransfield, Norton Rose Fullbright US LLP
Robert Wagner, McGriff
Chris Newport, Accenture
Rick Dennis, HillCo
Andrew Ittigson, AECOM
Kristen Lueken, AECOM
Jason April, AECOM

Other DCTA Staff Attendees

Lindsey Baker, Director of Government Affairs
Athena Forrester, Assistant Vice President of Regulatory Compliance/DBE Liaison
Amanda Riddle, Senior Manager of Budget
Javier Trilla, Director of IT
Tim Palermo, Planning & Data Analytics Manager
Rony Pilip, Senior Director of Railway Operations
Brandy Pedron, Executive Administrator

Public Attendees

Kristin Green, Lewisville Alternate
Paul Cristina, Denton County Alternate
Shannon Joski, Denton County Alternate
Mayor Wilcox, Highland Village
Claire Powell, City of Lewisville
RJ Garza, NTMC
Gordon Glass, First Group
Brandi Bird, Bird Advocacy & Consulting
Justin Grass, DRC
Michael Rimoin, King County
Kelli Shields
V Palacios
P Stevens
Elspeth Green
Isabella Olea
W Gensler
Chase Seely
M Mattiza
Scott Burkoth
Jim Owen

CALL TO ORDER – *Chair Costa called the meeting to order and announced the presence of a quorum at 10:02 am.*

INVOCATION – *Chair Costa led the Meeting in Prayer.*

RECOGNITION OF SERVICE – *Chair Costa led the Board in recognizing Carter Wilson for his 8 years of service to the DCTA Board of Directors.*

INTRODUCTION OF NEWLY APPOINTED BOARD MEMBER AND ALTERNATE – *Chair Costa introduced Dennis Franklin, Carter Wilson's replacement for DCTA's Frisco representative, to the Board. Dennie Franklin provided a brief background and his community involvement. Vice Chair Gilmore introduced Kristin Green and Claire Powell's replacement for Lewisville Alternate. Kristin Green provided her background to the Board.*

PUBLIC COMMENT – *No public comments were made or submitted.*

CONVENE EXECUTIVE SESSION – *The Board convened into executive session at 10:19 am for the following:*

- c. As Authorized by Section 551.076 of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the purpose of Deliberating regarding security devices or audits: presentation and discussion of the Agency Cybersecurity Assessment Report.

RECONVENE OPEN SESSION – *The Board reconvened into open session at 11:06 am. No action was taken.*

[Board Chair Costa made a motion to recess the meeting for short break at 11:10 a.m. The time of recess expired, and the meeting resumed at 11:20 a.m.]

CONSENT AGENDA

1. **Approval of September 24, 2020 Minutes** – *Minutes provided in meeting packet.*
2. **Approval of Monthly Financial Statements for September 2020 and Quarterly Reports for Q4 FY20** – *The Monthly Financial Statements for September 2020 and the Capital Projects Budget Report for September 2020 were not available at this time due to technical issues on the part of DCTA's cloud vendor caused unexpected outages to the financial software platform, resulting in delays in the month-end close process. The Financial Statements and Capital Projects Budget Report for the fiscal year-to-date September 2020 will be sent out under separate cover when available.*
3. **Approval of the Interlocal Agreement with King County, Washington for Cooperative Purchasing** – *Memo and Interlocal Agreement provided in meeting packet.*
4. **Approval of Interlocal Agreement with City of Lubbock, Texas for Cooperative Purchasing** – *Memo and Interlocal Agreement provided in meeting packet.*
 - *A Motion to approve Consent Agenda items 1 - 4 as presented was made by Chris Watts. The motion was seconded by Vice Chair Gilmore. All board members voted yes. Motion passed unanimously by the Board with no abstentions.*

INFORMATIONAL REPORTS – *The following information reports were presented to the Board in the Board Packets for review.*

1. **Monthly Financial Reports** - *Sales tax represents the single largest source of revenue for DCTA at 56.36% for the Fiscal Year 2020 budget. The annual revised sales tax budget for FY20 is \$26,805,374. 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 October, receipts were favorable compared to the revised budget. Sales tax for sales generated at retail in the month of August and received in October was \$2,511,707. This represents an increase of 1120.84% or \$1,374,357*

compared to revised budget for the month and an increase of 2.88% or \$70,341 compared to the original budget for the month. Compared to the same month last year, sales tax receipts are \$199,283 or 8.62% higher. Member city collections for the month compared to prior year are as follows: City of Lewisville up 8.77%; City of Denton up 7.16%; and City of Highland Village down 3.89%.

As requested by the Board of Directors, staff is providing a monthly update on all Mobility-as-a-Service commitments, activities and expenses. 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 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). No funds have been expended to date. Task Orders #2 & #3 – On-Demand Services in Member Cities and Contracted Cities was discussed at the June Board meeting and was presented at the September Board meeting to authorize negotiation of two task orders. Negotiations are currently being conducted and staff anticipates presenting the resulting task orders at the December Board meeting for approval.

There were no budget transfers completed in the month of September to report.

2. **Ridership Trend Report** - *Beginning in March 2020, DCTA staff began a series of special COVID-related ridership tabulations to gain a better understanding of the ridership impacts associated with the pandemic and ensuing service changes. An overview of total monthly ridership trends across all DCTA services--comparing FY19 and FY20 with the associated COVID impacts was provided to the Board. Connect Bus and A-train June-September ridership each increased by approximately 239 and 16 percent respectively. September 2020 A-train passenger trips increased by about ten percent compared to August. Average monthly A-train passenger trips during the March-September 2020 COVID-impacted months are approximately 73 percent less than prior pre-COVID monthly averages.*
3. **Election 2020 Free Ride Campaign Overview** – *During the election years, DCTA provides passengers with the opportunity to ride for free with traveling for the purpose of voting. This year, DCTA will provide free rides on select agency services for Election Day 2020.*
4. **DCTA Board of Directors Terms and Reappointments** – *Staff provided the Board with information from DCTA Bylaws regarding Board of Director terms and reappointments.*
 - *Chris Watts requested a memo or white paper from legal on the process and statutory guidelines on board appointments and notification of terms ending to the member cities/county.*

REGULAR AGENDA

1. **Discuss and Consider Resolution R20-21 Authorizing the Issuance of “Denton County Transportation Authority Sales Tax Refunding Bonds, Series 2020”** - *At the September Board meeting, the Board directed staff and Hilltop Securities to solicit bids under a structure that extends the term of the bonds by 3 years, with final maturity in September 2032. Hilltop Securities solicited bids beginning October 5, 2020, with responses due on or before October 21, 2020. Bids will be presented at the October Board meeting. Award will be made based on highest overall savings to DCTA. Refunding the outstanding 2009 bonds will reduce annual debt service requirements and create additional debt service capacity, offering flexibility for future capital projects or expansion goals. Laura Alexander with Hilltop Securities Inc. and Robert Dransfield with Norton Rose Fulbright US LLP presented the DCTA Sales Tax Refunding Bonds, series 2020 and discussed with the Board. Staff recommended adoption of Resolution R20-21 authorizing the issuance of such bonds and providing for the redemption of the bonds being refunded.*

- *A Motion to approve Regular Item 1 as presented was made by Secretary Burke. The motion was seconded by Cesar Molina. All board members voted yes. Motion passed unanimously by the Board with no abstentions.*

2. **Discuss and Consider Approval of Excess Rail Liability Coverage** - *In accordance with the DART/DCTA interlocal agreement (ILA) regarding DCTA's ability to operate rail service on DART's corridor, DCTA is required to maintain a minimum of \$125 million in rail operations liability insurance coverage. The ILA includes a 60-day cure period if a contractual obligation cannot be met. DCTA staff briefed the DCTA Board of Directors in August and September regarding concerns among transit agencies about rail liability insurance. Insurance carriers have left the market thereby causing a decrease in coverage capacity and a significant increase in premiums nationwide.*
 - *A Motion to approve Regular Item 2 authorizing the CEO to move forward with securing the additional amounts necessary for the excess rail liability coverage provided within budget was made by Chair Costa. The motion was seconded by Secretary Burke. All board members voted yes. Motion passed unanimously by the Board with no abstentions.*

[Board Chair Costa made a motion to recess the meeting for short break at 12:25 p.m. The time of recess expired, and the meeting resumed at 12:50 p.m.]

3. **Consider Approval of Resolution R20-20 Approving FY 2020 Budget Revision 2020-10** - *The Hike & Bike Trail – Eagle Point capital project was previously closed in April 2020 at a total cost of \$2,935,919. At the closure, the project had \$60k remaining in the \$2,995,873 budget. In September 2020, DCTA received a final invoice from Jacobs Engineering Group, Inc. that needs to be charged to this capital project in order to capture the full costs of the project. The invoice was delayed because Jacobs was required to convert all drawings into tagged image file format (TIFF) files for the City of Lewisville and COVID-related closures created drafting staffing shortages for the computer aided design (CAD) formatting of the documents. Budget Revision 2020-10 will allow this capital project to be reopened to increase the budget so that the final invoice can be paid, and the project will be closed upon completion. With the additional expense of \$24,342 to the project, the overall budget will come in under the \$2,995,873 previously approved amount. The total budget impact of Budget Revision 2020-10 is an increase of \$24,342 to the FY2020 capital budget, increasing the FY2020 apportionment of the capital project from \$630,144 to \$654,486 and therefore the total capital project budget from \$2,935,919 to \$2,960,261. Staff recommended the Board of Directors approve Resolution R20-20 approving Budget Revision 2020-10 for the FY 2020 capital budget.*
 - *A Motion to approve Regular Item 3 as presented was made by Secretary Burke. The motion was seconded by Cesar Molina. All board members voted yes. Motion passed unanimously by the Board with no abstentions.*
4. **Discussion of Transformation Initiative Progress Report** - *An updated on the transformation initiative was provided by Nicole Recker and Chris Newport with Accenture and by memo in the board packet. Updates included information on financial impact, milestone dates, weekly status reports from Accenture, and timeline updates. No action was taken.*
 - *Chris Watts requested a report be presented to the Board regarding VIA and Spare Labs Technology Overview*
 - *Vice Chair Gilmore brought up the future annexation of Castle Hills and the impacts it could have on Accenture's findings. Nicole Recker agreed to send the Castle Hills information to Accenture.*
 - *Discussion only. No action taken.*

5. **Discuss Process for Priority Legislative Communications during the 87th Texas Legislative Session** - *Rick Dennis with HillCo and Lindsey Baker provided an overview of all bills filed during that week. As monitored bills continue to move through the legislative process, the Board will be notified of any substantive activity,*

including but not limited to when a bill is voted out of committee, is added to a floor calendar, has received amendments, or other actions via email directly from Lindsey Baker.

- Vice Chair Gilmore made note of the previous request he made for a policy or process on how DCTA makes decisions regarding legislation be put together and presented to the Board. Staff request more direction and examples be provided so a policy could be drafted and brought to the Board for review.*
- Discussion only. No action taken.*

6. Discuss Bus Operations and Maintenance Options Update – *Staff provided an update and sought feedback from the Board regarding activities associated with options which included joint operations with Trinity Metro and NTMC sharing opportunities. Trinity Metro will be presenting DCTA with a letter of intent that will be shared with the Board.*

- Chris Watts expressed his recommendation that DCTA wait until the Transformation Initiative is complete and discussion of what path the DCTA Board wants to proceed with NTMC. More discussion is needed before a proposal from Trinity Metro is presented.*
- Discussion only. No action taken.*

7. Consider Approval of Resolution R20-19 Authorizing CEO to Execute the Consent and Novation Agreement for DCTA Rail Operations and Maintenance Contractor Transition – *First Transit seeks DCTA's approval to transfer the Operations and Maintenance Contract of its rail operations to Rio Grande Pacific Corporation (RGPC). RGPC has agreed to absorb the entire First Transit staff onto its payroll with no change in staff responsibilities. The FRA will complete the review of the transition Board approval of the assignment of the Contract to Rio Grande Pacific. The pricing structure outlined in the original agreement with First Transit Rail Operations and Maintenance Agreement will remain valid with this transition. Staff recommended the Board approve the Consent and Novation agreement for the assignment of the contract to Rio Grande Pacific Corporation*

- A Motion to approve Regular Item 7 as presented was made by Vice Chair Gilmore. The motion was seconded by Secretary Burke. All board members voted yes. Motion passed unanimously by the Board with no abstentions.*

8. Discuss and Consider Approval of The Transportation Reinvestment Program (TRiP) Policy – *The Board provided feedback to staff and AECOM at the September board meeting regarding a previous draft of the draft TRiP Policy. Feedback was incorporated into a new "Final Draft" and sent to the board on October 9. Feedback was received from board members on October 14 and incorporated into a new "Final Draft" which is included as Exhibit 1 and 2. At the October board meeting, AECOM will provide an overview of the Final Draft TRiP Policy which has been revised based on Board direction received at the September Board meeting. Substantive changes from the prior edition were presented to the Board. Upon Board Approval of the TRiP policy, TRiP will be a five-year program with its first funding cycle during the 2021 fiscal year budget. The anticipated annual TRiP budget will be set at 15 percent of DCTA's net available fund balance from the previous fiscal year. For the initial program year and in addition to the set 15 percent, a one-time program startup amount of \$2,000,000 will be dedicated to the TRiP project line item within the FY2021 budget. Staff recommended continued review and discussion of the final draft of the Transportation Reinvestment Program (TRiP) Policy and deferring taking action until the November board meeting when a final policy document would be available*

- Discussion only. No action taken.*

[Board Chair Costa made a motion to recess the meeting for short break at 2:48 p.m. The time of recess expired, and the meeting resumed at 2:55 p.m.]

9. **Ratification of Emergency Expenditure for Repairs to the Bus Operations and Maintenance Facility** – *An emergency expenditure was required for the repair to the parking lot at the Bus O&M facility. The original project involved removal and replacement of concrete flatwork around the oil/water separator associated with the bus wash. Water had infiltrated through the expansion joints and caused cracking and subsidence of a small area. The project was competitively bid and a contract was awarded to Xtreme Landsystems in the amount of \$37,507 for removal and replacement of 156 sq. yds. of pavement. Work began on 9/23/20. As demolition began it became apparent that an additional 92 sq. yds. of paving would have to be removed and replaced. This resulted in a change order of \$14,159, which exceeds the 25% statutory limitation for change orders. The statute requires that work in excess of the 25% be competitively bid except in an emergency. The oil/water separator is located between the fuel island and the bus wash, directly in front of the above ground fuel tanks. While the damaged concrete is being repaired, the fuel delivery trucks cannot access the tanks. The tanks contain a 10-day supply of fuel and rebid of the additional work would take significantly longer. The original repair was included in the FY20 budget as part of the Bus Major Maintenance items. The additional work will be paid from FY21 Bus Facilities Maintenance. Staff recommended the Board ratify the Declaration of Emergency regarding repairs to the Bus Operations and Maintenance Facility.*
- *A Motion to approve Regular Item 9 as presented was made by Chris Watts. The motion was seconded by Secretary Burke. All board members voted yes. Motion passed unanimously by the Board with no abstentions.*
10. **Discuss Current Interlocal Agreement with Trinity Metro Providing Lyft Service to the Alliance, Texas Area** – *The current Interlocal Agreement with Trinity Metro for Mobility Services expires on January 31, 2021. The agreement provides for on-demand rideshare services to the Alliance, Texas area through a task order with Lyft. Alliance, TX faces a first/last mile challenge in getting employees from the North Texas Xpress stops and the North Park & Ride to places of employment. Continuation of the Lyft program will allow employees traveling from Denton and Fort Worth to continue accessing employment opportunities, notwithstanding personal transportation challenges. Direct cost of service and a 60 percent administrative fee would be fully reimbursed by Trinity Metro over a 24-month period for a total ILA budget of \$500,000. Staff recommends the Board provide direction to continue negotiations with Trinity Metro to extend the Interlocal Agreement for a two-year period with an increased administrative fee of 60 percent.*
- *Vice Chair Gilmore stated that he believes its worth talking about not charging another transit agency an administrative fee.*
 - *Staff will bring the Administrative Fee Policy to the Board for further consideration and discussion on Vice Chair Gilmore's recommendation.*
 - *Discussion only. No action taken.*
11. **Consider Approval of Resolution R20-18 Electing the Officers of the Board of Directors** – *Pursuant to Article IV of the Denton County Transportation Authority Board of Directors' Bylaws, the Board of Directors shall elect members to serve in Board Officer positions as set forth in the Bylaws. Article IV, Section 6 of the Bylaws requires the officers to be elected from among the members of the Board of Directors and shall hold office in accordance with the term as set forth in the Bylaws. Staff recommended the Board of Directors conduct an election of the officers for the Board and approve Resolution R20-18 Electing Officers of the Board of Directors of DCTA to take effect November 1, 2020.*
- *TJ Gilmore nominated Chris Watts as Chair of the Board of Directors. Dianne Costa seconded the nomination. All board members voted yes. Nomination passed unanimously by the Board with no abstentions.*
 - *Chris Watts agreed to let Dianne Costa remain as DCTA's representative for the Regional Transportation Council.*
 - *TJ Gilmore nominated Cesar Molina as Vice Chair of the Board of Directors. All board members voted yes. Nomination passed unanimously by the Board with no abstentions.*



- *Dianne Costa nominated Sam Burke to remain as Secretary of the Board of Directors. TJ Gilmore seconded the nomination. All board members voted yes. Nomination passed unanimously by the Board with no abstentions.*

12. Discussion of Regional Transportation and Legislative Issues – *Raymond Suarez updated the Board on MUTD and DART P3 discussions. Nicole Recker updated the Board on MUTD board meeting requesting the six-month extension of our existing contract.*

FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

- *Vice Chair Gilmore noted on Chris Watts earlier request for information on board cycle terms.*

REPORT ON ITEMS OF COMMUNITY INTEREST – *Raymond Suarez discussed Nancy Lieberman's request to bring her production crew on the train with interaction with Raymond and give back to DCTA as an incentive for public transit.*

ADJOURN – *Motion to adjourn the meeting was made and the meeting was adjourned at 3:50 p.m.*

The minutes of the October 22, 2020 Board of Directors Meeting were passed and approved by a vote on this 12th day of November 2020.

Chris Watts, Chair

ATTEST

Sam Burke, Secretary



Board of Directors Memo

November 12, 2020

SUBJECT: Consider Approval of Fifth Amendment to the City of McKinney MUTD Interlocal Agreement

Background

On June 25, 2020, in response to the McKinney Urban Transit District's (MUTD) Board's request, the DCTA Board of Directors approved a fourth amendment to the City of McKinney contracted service agreement, extending the ILA from August 1 through December 31, 2020. The Fourth Amended ILA increased the passenger fare match from 1:3 to 1:6 on the Irving Holding taxi service. The ILA also increased the administrative fee to 60%.

Prior to this, the Board of Directors approved a third amendment on April 23, 2020, extending the ILA from May 31, 2020, to July 31, 2020.

At the October 21, 2020 MUTD Board meeting, the Board directed staff to request a six-month extension to the Interlocal Agreement with DCTA for mobility services. This fifth amendment would extend the ILA from January 1, 2021 through June 30, 2021. Though the service and budget structurally will remain the same, due to the extension, a forthcoming budget amendment will be necessary to address the additional six months.

For additional background, the original ILA and subsequent amendments are included as Exhibits 2-6.

Future Items for Consideration

Staff is currently working with Irving Holdings to amend the existing task order for MUTD service, which expires on December 31, 2020 and will include an extension to coincide with the MUTD ILA extension of 6 months and an increased budget. The increased budget is necessary as the task order is currently written for a 3-month period and will be updated to reflect a 9-month period. Staff will bring the task order and budget amendments to the Board for consideration in December.

Financial Impact

All related fees are incorporated into the contract terms in the Proposed Fifth Amended ILA.

Exhibits

Exhibit 1: Proposed Fifth Amendment to the City of McKinney MUTD ILA

Exhibit 2: City of McKinney Original ILA

Exhibit 3: City of McKinney Amendment One Fully Executed (2017)

Exhibit 4: City of McKinney Amendment Two Fully Executed (2018)

Exhibit 5: City of McKinney Amendment Three Fully Executed, extending the agreement through July 31, 2020

Exhibit 6: City of McKinney Amendment Four Fully Executed, extending the agreement through December 31, 2020

Submitted By: _____

Lindsey Baker, Director of Government Affairs

Approved By: _____

Nicole Recker, VP of Mobility Services & Administration

STATE OF TEXAS §
 §
 § **FIFTH AMENDMENT TO INTERLOCAL**
 § **COOPERATION AGREEMENT**
 COUNTY OF DENTON §

This Fifth Amendment to Interlocal Cooperation Agreement is made and entered into by and between Denton County Transportation Authority (“DCTA”) and City of McKinney, Texas (“McKinney”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

WHEREAS, the Parties previously entered into that certain Interlocal Cooperation Agreement which was effective June 1, 2017 (the “Agreement”); and

WHEREAS, the Parties entered into the First Amendment to the Agreement dated October 26, 2017; and

WHEREAS, the Parties entered into the Second Amendment to the Agreement dated February 13, 2018; and

WHEREAS, the Parties entered into the Third Amendment to the Agreement dated May 5, 2020; and

WHEREAS, the Parties entered into the Fourth Amendment to the Agreement dated July 10, 2020; and

WHEREAS, the Parties desire to enter into this Fifth Amendment to the Agreement to extend the Term of the Agreement for six (6) months through June 30, 2021, and

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

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

WHEREAS, pursuant to Chapter 460 of the Texas Transportation Code, DCTA is authorized to enter into this Agreement with McKinney to provide the requested bus services; and

WHEREAS, each Party will make any required payments for services from current revenues available to such Party; and

WHEREAS, the Parties agree 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 II, **Term**, is hereby amended to read as follows:

“2.1 The Term of the Agreement shall be extended through June 30, 2021, 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 this Fifth Amendment to the Agreement are inconsistent with the Agreement or First, Second, Third or Fourth Amendments, the terms and conditions contained in the Fifth Amendment will be controlling.

(signature page to follow)

EXECUTED this _____ day of _____, 2020.

Denton County Transportation Authority

By: _____
Raymond Suarez, Chief Executive Officer

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., General Counsel
(10-20-2020:TM 118665)

EXECUTED this _____ day of _____, 2020.

City of McKinney, Texas

By: _____
Paul Grimes, City Manager

Approved as to form:

By: _____
Mark S. Houser, City Attorney

STATE OF TEXAS §
 §
 COUNTY OF COLLIN § **INTERLOCAL COOPERATION AGREEMENT**

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

RECITALS

WHEREAS, McKinney is a home-rule municipality and local governmental entity located within the State of Texas and DCTA is a coordinated county transportation authority created under Chapter 460 of the Texas Transportation Code; and

WHEREAS, McKinney desires to have DCTA provide limited public transportation services to eligible passengers as established by the McKinney Urban Transit District Board ("Board") to the McKinney Urbanized Area ("MUA") including the cities of McKinney, Celina, Princeton, Prosper, Melissa and Lowry Crossing; and

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

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

WHEREAS, pursuant to Chapter 460 of the Texas Transportation Code, DCTA is authorized to enter into this Agreement with McKinney to provide the requested transit services as set forth in Exhibit "A";

NOW THEREFORE, for and in consideration of the promises and the mutual covenants set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I **Purpose of Trips; Eligibility**

1.1 The purpose of this Agreement is to provide for the administration and operation of transit services program for eligible passengers as defined by the policies of the Board to destinations located within Collin County municipalities and other destinations as may be defined in the future by the MUTD Board (the "Transit Services"). DCTA shall deliver or cause to be delivered through third-parties, transportation to eligible passengers through the Transit Services as defined in Exhibit "A" of this Agreement.

Article II Term

2.1 The initial term of this Agreement shall begin on June 1, 2017, and continue for a period of one year, unless sooner terminated as provided herein (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one year terms upon the mutual agreement of both Parties (each a "Renewal Term"). The Parties shall effectuate this extension in writing signed by the Parties.

2.2 Either Party may terminate this Agreement for any reason whatsoever, with or without cause, by providing the other Party with ninety (90) days prior written notice to terminate.

Article III Services

3.1 DCTA shall provide the Transit Services as set forth in Exhibit "A".

3.2 Compliance with Americans with Disabilities Act and Other Laws. DCTA acknowledges and understands that it is responsible for complying with, and agrees to comply with, the requirements of the Americans with Disabilities Act, as amended, in providing the Transit Services. In addition, DCTA acknowledges and understands that it is responsible for complying with, and agrees to comply with, all other federal, state and local laws, statutes, ordinances, regulations and policies, as they exist now or may be amended in the future, applicable to DCTA and the Transit Services provided under this Agreement. DCTA shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of DCTA comply with all applicable laws, statutes, ordinances, regulations and policies.

3.3 Licensure. All vehicles providing Transit Services shall be operated by an operator duly licensed by the State of Texas and in current possession of said license to operate vehicles of the type and size required by this Agreement. DCTA shall ensure that all persons operating vehicles designed to transport sixteen (16) or more passengers (including the driver) have valid commercial drivers' licenses, and shall further ensure compliance with rules for employees with commercial driver's licenses as specified in 49 CFR Part 382, as amended.

Article IV Compensation and Fees

DCTA shall be compensated as set forth in Exhibit "A".

Article V Insurance

DCTA shall, at its own expense, procure, maintain and keep in full force and effect the types and amounts of insurance, or the self-insurance equivalent, specified in attached Exhibit "B" and incorporated herein for all purposes, during the Initial Term and any Renewal Term. DCTA shall not commence work under this Agreement until DCTA has obtained all the insurance

required under this Agreement, nor shall DCTA allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. DCTA shall comply with all other requirements set forth in Exhibit "B".

Article VI Liability

To the fullest extent permitted by law, DCTA shall be fully and solely responsible and liable for its own negligent acts and omissions, including those of its officers, agents, representatives, employees or any other third-parties for whom DCTA is legally responsible, and for any and all damage to its vehicles, equipment and other property. McKinney shall have no such responsibility or liability to DCTA or its said officers, agents, representatives, employees or other persons to whom DCTA is legally responsible. The provisions of this Article are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Article VII Miscellaneous

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

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

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

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

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

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

7.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

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

If intended for DCTA:

James C. Cline, Jr., P.E.
President
DCTA
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75057

With Copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for McKinney:

Paul Grimes
City Manager
City of McKinney, Texas
222 North Tennessee Street
McKinney, Texas 75069

With Copy to:

Mark S. Houser
City Attorney
City of McKinney, Texas
222 North Tennessee Street
McKinney, Texas 75069

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

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

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

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

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

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


7.15 Third-Party Subcontractors. DCTA has the right to contract with a third-party or other contractors to perform all or any part of the Transit Services under this Agreement. The terms and conditions of this Agreement shall be binding on such third-party or contractors.

7.16 Recordkeeping and Right to Inspect Records. Each Party shall have mutual access to, and the right to examine, all books, documents, papers, and other records of the other Party involving transactions relating to this Agreement. Each Party shall have access during normal business hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this Agreement. Each Party shall give the other Party advanced written notice of at least forty-eight (48) business hours of intended audits.

(Signature to Follow)


IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective when both Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

Denton County Transportation Authority

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

Date: 15 May 2017

Approved as to form:

By: 
FOR Peter G. Smith, General Counsel
(05-11-17 85878)

City of McKinney, Texas

By: 
Paul Grimes, City Manager

Date: 5/15/17

Approved as to form:

By: 
Mark S. Houser, City Attorney

Exhibit A

Scope of Services for Transit Services

Overall Intent

The intent of this Agreement is for DCTA to provide or cause to be provided transit services for Elderly and Disabled residents through a contract with the City of McKinney acting on behalf of the McKinney Urban Transit District. This service will include a taxi voucher program and the provision of DCTA operated vehicles to address specific mobility needs within established hours and days of service. DCTA will provide supporting service to facilitate the implementation of the program and program compliance. This exhibit establishes a framework for the initiation of service. Changes required to meet the needs of the program may be made by mutual written agreement of the DCTA President and the City Manager or their designees.

Program Management

Overall Program Management. DCTA will be responsible for the overall management of the program and the successful delivery of the services within this scope of services.

Budget Management. DCTA will track service costs of each participating municipality to ensure the budgeted funds will be sustainable over the allotted period. Service cost reporting and all requested backup shall be made available to the City on a monthly basis. Service cost reporting for each monthly period, for all participating members of the MUTD, shall be submitted with the monthly DCTA invoice. **The initial budget is \$350,000 for the first twelve-month period.**

Eligibility Certification. DCTA will certify the eligibility of qualified residents based on the current policy established by the McKinney Urban Transit District. Initial certification will be conducted at a minimum of four locations within the service area prior to the launch of service. After service implementation, certification will be conducted via mail, web, email, phone, or in person at DCTA offices. Additional on-site eligibility opportunities will be coordinated with City of McKinney staff. DCTA will utilize its appeal process for any appeals submitted by potential passengers under this program.

Hardship Requests. A passenger wishing to claim a specific hardship will be referred to City of McKinney staff (or other designated entity) for review. Based on this recommendation, DCTA will modify the match requirement in accordance with City of McKinney directives.

Compliance Reporting. DCTA will support audit, TxDOT, FTA, and National Transit Database reporting and compliance requirements.

Customer Service. DCTA will provide a phone number and electronic access for the receipt of customer requests in concert with the contract provider.

Support to City of McKinney and McKinney Urban Transit District. DCTA will participate in reasonable meetings of the City of McKinney, the McKinney Urban Transit District, and regulatory agencies in order to ensure the success of the program.

Taxi Services. DCTA will contract with a third-party contractor to implement a taxi voucher program. This program will consist of the following elements:

- Debit Card Issue/Reloading. Issue, reload, replace lost cards (fee charged), and report all values loaded on the card. The initial guidance is to provide a 3:1 match (eligible passenger contributing \$25 will receive \$100 value on their debit card) with a maximum balance at any time of \$400 and a maximum loading of \$400 in any month. DCTA will work closely with City staff to monitor the allowable load rate to ensure budget limitations are sustained.
- Trip Dispatch. The third-party contractor will provide dispatch services during operating hours.
- Taxi Service. The third-party contractor will send clean and safe vehicles to the requested locations within promised time windows. This will include mobility device accessible vehicles if requested. Taxi service will be provided from 6 a.m. – 6 p.m., Monday to Friday. Passengers will be picked up on a return trip, even if after 6 p.m.
- Reporting. The third-party contractor will provide reports on debit card loading/balances, trip reports, and additional information necessary for compliance reporting. Administrative portion of taxi service costs will be noted separately.

DCTA Operated Vehicles. DCTA will initially provide demand response vehicles based on specific mobility needs of passengers. This program will consist of the following elements:

- Fare. Passengers will pay a fare established by the City for their trip on the vehicle based on origin and destination.
- Dispatch. Trips will be dispatched through DCTA's call center between the hours of 6 a.m. – 6 p.m., Monday to Friday.
- Reporting. DCTA will provide reports on trip length, vehicle hours of operations, and origin/destination.
- Vehicles. During the initial contract period, DCTA will utilize existing DCTA fleet to provide these trips. Based on demand and utilization, capital needs will be included in future contract renewal discussions.

- Vehicle Operating Hour Definition. Time the vehicle is dedicated to service including travel time to the pickup location, trip completion, and return to service.

Compensation

Program Management. Program management will be compensated through the 5% DCTA administrative fee.

Taxi Services. Invoicing for taxi services will have three components. The first is as the matching funds are loaded on to the debit card. The second is the program fee from the third party taxi provider. This is based on 15% of the fares for trips actually completed by the certified passenger during that invoice period. The third is DCTA's 5% administrative fee which will be calculated based on the sum of the fares and the program fees during the invoice period.

DCTA Operated Vehicles. Invoicing for DCTA operated vehicles will be at a rate of \$50.39 per service hour. This includes \$47.99 for bus operations and \$2.40 for the 5% administrative fee. Fuel will be invoiced based on actual usage and cost without an administrative fee.

Invoicing. DCTA will invoice the City of McKinney monthly for the provision of transit services as defined above.

Exhibit B
Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS

- A. All policies shall name the City of McKinney, Texas ("McKinney") its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of worker's compensation insurance.
- B. All policies shall be written on an "occurrence" basis. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled under this Agreement. McKinney's decision(s) thereon shall be final.
- C. Such policies shall provide for a waiver of subrogation against McKinney for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION. All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). Insurance coverage may also be provided by the Texas Municipal League Intergovernmental Risk Pool.

III. CERTIFICATE OF INSURANCE; ENDORSEMENTS. A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to the Effective Date of this Agreement. If the Agreement is renewed by McKinney, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to McKinney prior to the date the Agreement is renewed.

IV. INSURANCE CHECKLIST. "X" means that the following coverage is required for this Agreement:

Exhibit B
Insurance Requirements

Coverage Required	Limits
<u>X</u> 1. Worker's Compensation & Employer's Liability	<ul style="list-style-type: none"> • Statutory Limits of the State of Texas
<u>X</u> 2. General Liability	<ul style="list-style-type: none"> • Minimum \$1,000,000.00 each occurrence; • Minimum \$2,000,000.00 in the aggregate.
<u>X</u> 3. Business Automobile Liability covering owned, hired and non-owned vehicles	<ul style="list-style-type: none"> • Minimum \$1,000,000.00 each occurrence;
___ 4. Professional Liability	<ul style="list-style-type: none"> • Minimum \$1,000,000.00 each claim; • Minimum \$ 2,000,000.00 in the aggregate.
<u>X</u> 5. In Lieu of Workers Compensation & Employer's Liability for DCTA subcontractor	<ul style="list-style-type: none"> • Non-subscriber CSL \$1,000,000
<u>X</u> 6. McKinney and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage McKinney may possess.	
<u>X</u> 7. General Liability Insurance provides for a Waiver of Subrogation in favor of McKinney and its officers, agents, representatives and employees for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.	
<u>X</u> 8. For each policy, at least thirty (30) days prior to the expiration, cancellation, non-renewal or any other material change in coverage, a notice thereof shall be given to McKinney by certified mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.	
<u>X</u> 9. Each insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), or is provided by the Texas Municipal League Intergovernmental Risk Pool	

- X 10. The Certificate of Insurance must state the project title.
- 11. Other Insurance Requirements (State Below):

INTERLOCAL COOPERATION AGREEMENT AMENDMENT

This amendment is made to that agreement previously executed by and between Denton County Transportation Authority ("DCTA") and the City of McKinney, Texas ("McKinney"). It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

1. To Exhibit A, Section Program Management, Subsection Taxi Services, Subsubsection Taxi Services, effective October 1, 2017, add the following: "... and Saturday between 8 a.m. – 6 p.m."
2. To Exhibit A, Section Program Management, Subsection DCTA Operated Vehicles, Subsubsection Dispatch, effective October 1, 2017, add the following: "... and Saturday between the hours of 8 a.m. – 6 p.m."

All other terms and conditions that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective when both Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

Denton County Transportation Authority

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

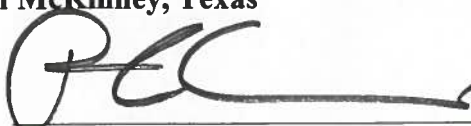
Date: 26 October 2017

Approved as to form:

By: 
Peter G. Smith, General Counsel
(05-11-17/85878)

City of McKinney, Texas

By: _____



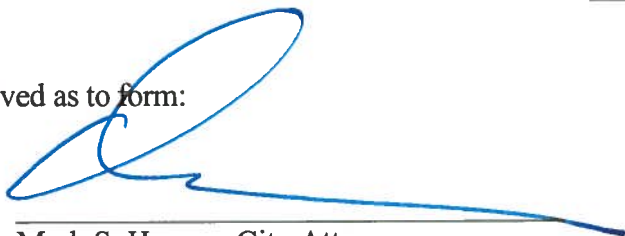
Paul Grimes, City Manager

Date: _____

10/18/17

Approved as to form:

By: _____



Mark S. Houser, City Attorney

**SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN CITY OF MCKINNEY, TEXAS AND
DENTON COUNTY TRANSPORTATION AUTHORITY FOR
LIMITED PUBLIC TRANSPORTATION SERVICES**

This Second Amendment to the Interlocal Cooperation Agreement for limited public transportation services (“Second Amendment”) is entered into by and between the City of McKinney (“City”) and the Denton County Transportation Authority (“DCTA”) (collectively the “Parties” or “parties” or individually referred to as the “Party” or “party”), and this Second Amendment shall be effective on the date it is executed by all Parties hereto (“Effective Date”).

RECITALS

WHEREAS, the Parties entered into that certain Interlocal Cooperation Agreement for limited public transportation services for the McKinney Urban Transit District (“MUTD”) dated May 15, 2017, and thereafter amended the Agreement on September 28, 2017, to provide for the addition of Saturday service (referred to collectively as the “Agreement”); and

WHEREAS, pursuant to the Agreement, DCTA agreed to provide limited public transportation services to eligible passengers as established by the McKinney Urban Transit District Board (“Board”) to the McKinney Urbanized Area (“MUZA”) whose members include the cities of McKinney, Celina, Princeton, Prosper, Melissa, Lowry Crossing, and Collin County; and

WHEREAS, the Parties desire to amend the Agreement to add provisions required by the Federal Transit Administration (“FTA”) to comply with federal contracting guidelines; and

WHEREAS, the Parties also desire to amend the Agreement to clarify DCTA’s scope of services for two (2) 2014 Glaval Titan LF buses (“Buses”) for the purpose of public transportation services for the MUTD.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1. All of the above Recitals are found to be true and correct and are incorporated into the body of this Second Amendment by reference as if copied in their entirety herein.

Section 2. Unless specifically amended herein, all provisions of the Agreement shall continue in full force and effect.

Section 3. Paragraph 1.1 of Article I, entitled “Purpose of Trips; Eligibility,” of the Agreement, is hereby amended and replaced in its entirety with the following paragraph to read as follows:

“1.1 The purpose of this Agreement is to provide for the administration and operation of transit services program for eligible passengers as defined by the policies of the Board to destinations located within Collin County municipalities and other destinations as may be defined in the future by the MUTD Board (the "Transit Services"). DCTA shall deliver or cause to be delivered through third-parties, transportation to eligible passengers through the Transit Services as defined in Exhibit “A,” as previously amended, and as further modified, amended and supplemented by Exhibits “C” and “D” of this Agreement.”

Section 4. Paragraph 3.1 of Article III, entitled “Services,” of the Agreement is hereby amended and replaced in its entirety with the following paragraph to read as follows:

“3.1 DCTA shall provide the Transit Services as set forth in Exhibit “A,” as previously amended, and as further modified, amended and supplemented by Exhibits “C” and “D” of this Agreement.”

Section 5. Paragraph No. 3.2, entitled “Compliance with Americans with Disabilities and Other Laws,” of the Agreement is hereby amended and replaced in its entirety with the following paragraph to read as follows:

“3.2 Compliance with Americans with Disabilities and Other Laws. DCTA acknowledges and understands that it is responsible for complying with, and agrees to comply with, the requirements of the Americans with Disabilities Act, as amended, in providing the Transit Services. In addition, DCTA acknowledges and understands that it is responsible for complying with, and agrees to comply with, all other federal, state and local laws, statutes, ordinances, regulations and policies, as they exist now or may be amended in the future, applicable to DCTA and the Transit Services provided under this Agreement specifically including, but not limited to the provisions and compliance documentation identified in Exhibit “C” to this Agreement. DCTA shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of DCTA comply with all applicable laws, statutes, ordinances, regulations and policies.”

Section 6. Paragraph 4.1 of Article IV, entitled “Compensation and Fees,” of the Agreement is hereby amended and replaced in its entirety with the following paragraph to read as follows:

“4.1 DCTA shall be compensated as set forth in Exhibit “A,” as previously amended, and as further modified, amended and supplemented by Exhibits “C” and “D” of this Agreement.”

Section 7. The Agreement is hereby amended by adding a new Exhibit “C” entitled “Required FTA Clauses and Compliance Documentation” together with Attachment “A” to Exhibit “C,”

Attachment "A.1" to Exhibit "C," Attachment "B" to Exhibit "C," and Attachment "B.1" to Exhibit "C" to the Agreement, which Exhibit "C" and Attachment "A" to Exhibit "C," Attachment "A.1" to Exhibit "C," Attachment "B" to Exhibit "C," and Attachment "B.1" to Exhibit "C" are attached hereto and incorporated herein by reference for all purposes allowed by law.

Section 8. The Agreement is hereby further amended by adding a new Exhibit "D" entitled "Scope of Services for Buses" to the Agreement, which Exhibit "D" is attached hereto and incorporated herein by reference for all purposes allowed by law.

Section 9. Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Agreement.

Section 10. The Parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Agreement and acknowledge and agree that the Agreement remains in full force and effect except as specifically amended hereby.

Section 11. To the extent that any provision contained in this Second Amendment conflicts with the Agreement, the provision contained in this Second Amendment shall supersede such conflicting provisions contained in the Agreement.

Section 12. This Second Amendment and the Agreement contain the entire agreement of the Parties with respect to the matters contained herein. This Second Amendment may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

Section 13. The individuals executing this Second Amendment on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Second Amendment to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Second Amendment in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Second Amendment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

Section 14. This Second Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Second Amendment. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

[Signatures begin on following page.]

EXECUTED to be effective on the date of the last Party to sign the Agreement, as indicated below.

CITY OF MCKINNEY

By: _____

AUL G. GRIMES
City Manager

Date Signed: 1/19/18

ATTEST:

Sandy Hart 1/22/18
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary



APPROVED AS TO FORM:

Mark S. House
MARK S. HOUSE
City Attorney

**DENTON COUNTY TRANSPORTATION
AUTHORITY**

By: _____

AMES C. CLINE, JR., P.E.
President

Date Signed: 13 February 2018

APPROVED AS TO FORM:

Peter G. Smith
FOR PETER G. SMITH
General Counsel

Exhibit C
Required FTA Clauses and Compliance Documentation

For the purposes of this Exhibit C, only, the word “Purchaser” shall mean and refer to City of McKinney or City and the word “Contractor” shall mean and refer to Denton County Transportation Authority or DCTA.

1. No Obligation by the Federal Government

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

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

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, “Program Fraud Civil Remedies, “49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining the underlying contract or the FTA assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18

U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extend the Federal Government deems appropriate.

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

3. Access to Records

- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C.F.R 633.17 to provide the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, define at 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, define at 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R 19.48, Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- d. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (define at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit or inspection.
- e. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11).
- g. FTA does not require the inclusion of the above Access to Records requirements in subcontracts.

4. Federal Changes

- a. 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 contract.

5. Civil Rights

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

- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 - The following equal employment opportunity requirements apply to the underlying contract: et seq 2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R.

Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

6. Incorporation of FTA Terms

- a. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Purchaser requests which would cause Purchaser to be in violation of the FTA terms and conditions.

7. Energy Conservation

- a. 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.

8. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

9. Termination Clause

- a. If the Contractor refuses or fails to execute the work or any separable part, with the diligence that will insure 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 provisions of this contract, Purchaser may terminate this contract for default. The Purchaser shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Purchaser 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 Purchaser 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 Purchaser 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:

- i. 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 the Recipient, acts of another Contractor in the performance of a contract with the Purchaser, epidemics, quarantine restrictions, strikes, freight embargoes; and
- ii. The contractor, within [10] days from the beginning of any delay, notifies the Purchaser in writing of the causes of delay. If in the judgment of the Purchaser, the delay is excusable, the time for completing the work shall be extended. The judgment of the Purchaser shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

10. Debarment and Suspension

- a. Title 2 of the Code of Federal Regulations (CFR), Subtitle A, Part 180 [OMB Guidelines for Agencies on Government-wide Suspension and Debarment (Non-Procurement)] and under DOT supervision through Subtitle B, Part 1200 (Non-Procurement Debarment and Suspension) mandate that contractors and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract

or subcontract with is not excluded or disqualified. The contract resulting from this procurement is a covered transaction for purposes of 2 CFR Part 180. The Purchaser does this by checking the Excluded Parties List System and adding a clause or condition to the contract. As such, the contractor is also required to verify that none of its principals, affiliates, or sub-contractors are excluded or disqualified and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into. The Contractor and its subcontractors shall comply with special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions," which is included as Attachment A.

11. Buy America

- a. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60% domestic content.

12. Provisions for Resolution of Disputes, Breaches, or other Litigation

- a. All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

13. Lobbying

- a. The Contractor of these funds is prohibited from using monies for lobbying purposes; the Contractor shall comply with the special provision "Lobbying," which provision is included as Attachment "B" to this Exhibit "C" to the Agreement. The Contractor shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

14. Clean Air Requirements

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

15. Clean Water Requirements

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. Non-construction Employee Protection (Contact Work Hours and Safety Standards Act)

- a. 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.
- b. Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 (a) 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 (a) of this section.

- c. Withholding for unpaid wages and liquidated damages – The Purchaser 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 (b) of this section.
- d. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) 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 (a) through (d) of this section.

17. Transit Employee Protective Arrangements

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 (a)(2),n and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

18. Charter Service Operations

- a. The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients 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 under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

19. School Bus Operations

- a. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the

transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

20. Drug and Alcohol Testing

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety sensitive function on the recipient's behalf (usually sub-recipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its sub-recipients and contractors comply with the rules. Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

- a. Drug and Alcohol Testing Option 1 - The contractor agrees to participate in the Purchaser's drug and alcohol program established in compliance with 49 CFR 653 and 654.
- b. Drug and Alcohol Testing Option 2 - The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the City of McKinney, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before the 15th day of January, 2018, and to submit the Management Information System (MIS) reports before the 15th day of January, 2019, to Anthony Cao, in his/her capacity as Transit Administrator of the City of McKinney, Texas, at 406 N. Tennessee, McKinney, Texas, 75069. To certify compliance the contractor shall use the "Substance Abuse Certifications: in the "Annual List of Certifications and

Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

- c. Drug and Alcohol Testing Option 3 - The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the City of McKinney to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before the ____ day of _____, 20____, and to submit the Management Information System (MIS) reports before the ____ day of _____, 20____, to _____, in his/her capacity as _____ of the City of McKinney, Texas, at _____, McKinney, Texas, _____. To certify compliance, the contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before the ____ day of _____, 20____, a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt _____ as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before the ____ day of _____, 20____, a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: _____ (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

21. Disadvantaged Business Enterprise

- a. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in the 49 C.F.R., Part 26, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part which federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R., Part 26, exclusive of Subpart D, apply to this agreement. The Purchaser and its subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in the 49 C.F.R., Part 26, Subpart A, have the maximum opportunity to participate in the performance on contracts and subcontracts financed in whole in part with federal funds provided under this agreement. In this regard, the Purchaser and its subcontractors shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 26, exclusive of Subpart D, to ensure that

Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The Purchaser and its subcontractors shall not discriminate on the basis of race, creed, color, national origin, sex, or disability, in the award and performance of contracts funded in whole or in part with federal funds.

22. Recycled Products

The Recycled Products requirements apply to all procurement actions involving items designated by the EPA in their "Comprehensive Procurement Guideline for Products Containing Recovered Materials". The RCRA directs the procuring agency, for purchases over \$10,000 or more, to specify a competitive preference for products containing these recycled products. FTA has developed the following language:

- a. Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

23. Americans with Disabilities Act

- a. The Contractor must comply with applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and US DOT/FTA implementing regulations.

Attachment A to Exhibit C Debarment Certification

Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarment and Suspension

Department of Transportation (DOT) Circular 2015.1 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. The City of McKinney has elected to include the requirements of the DOT Circular 2015.1 in all third-party contracts for federal funds. A certification process has been established by 49 C.F.R. Part 29 as a means to ensure that debarred, suspended, or voluntarily, excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. DOT will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or any explanation may disqualify that person from participating in the project.

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower tier participant. In general, lower-level employees or procurements of less than \$25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

The City of McKinney requires each potential contractor, subgrantee, or subrecipient for a third-party contract to complete the certification in Attachment A.1 for itself and its principals.

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, DOT may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.

Certification Information

This certification is to be used by contractors pursuant to 49 C.F.R. 29 when any of the following occur:

- Any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction
- Any procurement contract for goods or services when the estimated cost is \$25,000 or more
- Any procurement contract for goods or services between the contractor and a person, regardless of the amount, under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services

A *procurement* transaction is the process of acquiring goods and services.

A *nonprocurement* transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee or grantor.

A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED REPRESENTATIVES OF THE STATE OR THE U.S. DEPARTMENT OF TRANSPORTATION UPON REQUEST.

**Attachment A.1 to Exhibit C
Certification**

**Lower Tier Participation Debarment Certification
(Negotiated Contracts)**

_____, the undersigned Certifying Official,
being duly sworn or under penalty of perjury under the laws of the United States. Certifies that
neither _____, (the “Lower Tier Participant”) nor
its principals are presently:

- Debarred, suspended, proposed for debarment
- Declared ineligible
- Or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified Lower Tier Participant is unable to certify to any of the above statements in this certification, the prospective Lower Tier Participant shall indicate below to whom the exceptions applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Signature of Certifying Official

Name: _____

Title: _____

Date: _____

Attachment B to Exhibit C
Lobbying Certification

Restrictions on Lobbying

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, the City of McKinney requires its subcontractors of that grant to file a certification, set for in Attachment B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with the City of McKinney a disclosure form, set forth in Attachment B.1, if the subcontractor or its employees have made or have agreed to make any payment using non-appropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

Attachment B.1 to Exhibit C

Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature

Name: _____

Title: _____

Agency: _____

Date: _____

Exhibit D

Scope of Services for Buses

Overall Intent

The intent of this agreement is for DCTA to provide or cause to be provided bus services utilizing Glaval Titan II LF buses for residents deemed eligible by the McKinney Urban Transit District ("MUTD") through a contract with the City of McKinney acting on behalf of the MUTD. DCTA will provide bus service, maintenance and program compliance. This exhibit establishes a framework for the services to be provided by DCTA. Changes required to meet the needs of the program may be made by mutual written agreement of the DCTA President and the City Manager or their designee.

Bus Management

Overall Bus Management. DCTA will be responsible for the overall management and maintenance of the buses and the successful delivery of the services within this Scope of Services.

Budget Management. DCTA will track service costs to ensure the budgeted funds will be sustainable. Service cost reporting and all requested backup shall be made available to the City on a monthly basis. Service cost reporting for each monthly period shall be submitted with the monthly DCTA invoice.

Compliance Reporting. DCTA will support audit, TxDOT, FTA, and National Transit Database reporting and compliance requirements.

Customer Service. DCTA will provide a phone number and electronic access for the receipt of customer requests.

Support to City of McKinney and McKinney Urban Transit District. DCTA will continue to participate in reasonable meetings of the City of McKinney, MUTD, and regulatory agencies in order to ensure the success of the program.

Trip Dispatch. DCTA will provide dispatch services during normal operating hours.

Fare. If applicable, passengers will pay a fare established by the City for their trip.

Reporting. DCTA will provide reports relating to bus operations.

Compensation

Bus Management. Bus management will be compensated by a rate agreed upon by the City and DCTA on an annual basis.

Invoicing. DCTA will invoice the City of McKinney monthly for the provision of bus maintenance and transportation services as defined above.

STATE OF TEXAS	§	
	§	THIRD AMENDMENT TO INTERLOCAL
	§	COOPERATION AGREEMENT
COUNTY OF DENTON	§	

This Third Amendment to Interlocal Cooperation Agreement is made and entered into by and between Denton County Transportation Authority ("DCTA") and City of McKinney, Texas ("McKinney") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

WHEREAS, the Parties previously entered into that certain Interlocal Cooperation Agreement which was effective on June 1, 2017 (the "Agreement"); and

WHEREAS, the Parties entered into the First Amendment to the Agreement dated October 26, 2017; and

WHEREAS, the Parties entered into the Second Amendment to the Agreement dated February 13, 2018; and

WHEREAS, the Parties desire to enter into this Third Amendment to the Agreement to extend the Term of the Agreement for sixty (60) days through July 31, 2020, and

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

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

WHEREAS, pursuant to Chapter 460 of the Texas Transportation Code, DCTA is authorized to enter into this Agreement with McKinney to provide the requested bus services; and

WHEREAS, each Party will make any required payments for services from current revenues available to such Party; and

WHEREAS, the Parties agree 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 II, **Term**, is hereby amended to read as follows:

“2.1 The Term of the Agreement shall be extended through July 31, 2020, unless sooner terminated as provided herein.”

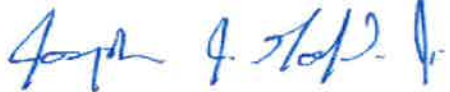
2. The Agreement shall continue in full force and effect except as amended herein. If any terms or conditions contained in this Third Amendment to the Agreement are inconsistent with the Agreement or First or Second Amendments, the terms and conditions contained in the Third Amendment will be controlling.

EXECUTED this 5th day of May, 2020.

Denton County Transportation Authority


By: 
Raymond Suarez, Chief Executive Officer

Approved as to form:

By: 
Joseph J. Gorfida, Jr., General Counsel
(04-27-2020:TM 115311)

EXECUTED this 30th day of April, 2020.

City of McKinney, Texas

DocuSigned by:

By: Paul G. Grimes
Name: Paul G. Grimes
Title: City Manager



DOCUMENT CONTROL

Please attach this form to original documents to obtain signatures.

FROM: Akia Pichon

DEPT: CDBG

EXT: 3497

DATE: 06/30/2020

NAME OF DOCUMENT: 4th Amended ILA with DCTA for Transit Service

VENDOR:

Contact #:

TYPE OF DOCUMENT: (check one)

- ☐ Contract/Agreement
☒ Contract Amendment/Additional Srvs.
☐ Contract Change Order
☐ Lien/Lien Release

Start Date:

- ☐ Grant
☐ Administrative Order
☐ Easement

End Date:

- ☐ Facility Agreement
☐ Other _____
☐ Grant

Number of Documents Attached	1
Date and Amount Approved by City Council (if applicable)	MUTD approved 06/15
Agenda # /Resolution Number (if applicable)	#20-0514
Project Name and Project Number (required for all AI, CO, DR, FA, FC, FI, GR, LI, PK, ST, TR, WA, WW projects)	
Account No. (if applicable)	073-1273-463.85-16
Contract/Grant Value (if applicable)	

ROUTING

Please sign the attached documents, initial, and date form then forward to the next person checked for signature (must be routed in the order shown below):

Check box for required signatures	INITIALS	DATE
<input checked="" type="checkbox"/> Executive Director (Required for all documents)	JT	7/2/2020
<input checked="" type="checkbox"/> Purchasing Manager (Required if goods or services are purchased)	DS JP	7/2/2020
<input checked="" type="checkbox"/> CFO/Finance Director (Required for all revenue and expenses)	DS JP	7/9/2020
<input type="checkbox"/> IT Director (Required if IT related)		
<input type="checkbox"/> Grant Administrator (Required for ALL grant related documents)		
SUBMIT TO CITY ADMINISTRATION FOR THE FOLLOWING SIGNATURES		
<input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> Review <input checked="" type="checkbox"/> Sign	DS MHT	7/9/2020
<input type="checkbox"/> Mayor		
<input checked="" type="checkbox"/> City Manager / Assistant City Manager (Required for all contracts)	DS PGG	7/10/2020
<input type="checkbox"/> Notary		
<input type="checkbox"/> City Secretary <input type="checkbox"/> Copy Only <input type="checkbox"/> Sign		

RETURN ALL COPIES BY (date)

ASAP

RETURN ALL COPIES TO

Akia Pichon

Send original document (with all required signatures) and this completed form to the City Secretary. Date received by City Secretary: _____

STATE OF TEXAS §
 §
 § **FOURTH AMENDMENT TO INTERLOCAL**
 § **COOPERATION AGREEMENT**
COUNTY OF COLLIN §

This Fourth Amendment to Interlocal Cooperation Agreement is made and entered into by and between City of McKinney, Texas ("McKinney") and Denton County Transportation Authority ("DCTA") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

WHEREAS, the Parties previously entered into that certain Interlocal Cooperation Agreement which was effective on June 1, 2017 (the "Agreement"); and

WHEREAS, the Parties entered into the First Amendment to the Agreement dated October 26, 2017; and

WHEREAS, the Parties entered into the Second Amendment to the Agreement dated February 13, 2018; and

WHEREAS, the Parties entered into the Third Amendment to the Agreement dated May 05, 2020; and

WHEREAS, the Parties desire to enter into this Fourth Amendment to the Agreement to extend the Term of the Agreement for one hundred and fifty (150) days through December 31, 2020, and

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

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

WHEREAS, pursuant to Chapter 460 of the Texas Transportation Code, McKinney is authorized to enter into this Agreement with DCTA to provide the requested transit services; and

WHEREAS, each Party will make any required payments for services from current revenues available to such Party; and

WHEREAS, the Parties agree 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 II, **Term**, is hereby amended to read as follows:

“2.1 The Term of the Agreement shall be extended through December 31, 2020, unless sooner terminated as provided herein.”

2. That Exhibit A, **Scope of Services for Transit Services, Scope of Services, Taxi Services**, is hereby amended as follows:

Subsection beginning with “Debit Card Issue/Reloading.” is deleted in its entirety and replaced with the following section:

“Taxi Fares. The Parties acknowledge and agree that McKinney has the authority to establish fare formulas and/or rates based upon vehicle, origin, and destination, as determined by the McKinney Urban Transit District (“MUTD”). Such formulas and/or rates shall be subject to change by MUTD during the term of this Agreement. Any such changes shall become effective upon adoption by MUTD unless otherwise stated. McKinney and DCTA agree to work together to ensure that all such changes are effectuated by all relevant parties and/or third-parties immediately upon passage or effective date. The Parties agree to amend this Agreement to reflect such changes should either party request such amendment.”

The following subsection is added to the end of the section entitled: **Scope of Services for Transit Services, Scope of Services, Taxi Services**:

“Operational Service Model. The Parties acknowledge and understand that McKinney has the authority to revise taxi operational service requirements within the City of McKinney, as determined by the MUTD and/or the McKinney City Council. Such operational service requirements are subject to change by MUTD and/or the McKinney City Council. Any such changes shall become effective upon adoption by MUTD and/or the City Council. McKinney and DCTA agree to work together to ensure that any such changes are effectuated by all relevant parties and/or third-parties immediately upon passage or effective date. The Parties agree to amend this Agreement to reflect such changes should either party request such amendment.”

3. That Paragraph 4.1 of Article IV, entitled “**Compensation and Fees**” is hereby amended to read as follows:

“4.1 DCTA shall be compensated as set forth in its Administrative Fee Policy, attached hereto as Exhibit 1.

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

EXECUTED this 10th day of July, 2020.

City of McKinney, Texas

DocuSigned by:

Paul G. Grimes

487F6E42C872437

By: Paul Grimes, City Manager

Approved as to form:

DocuSigned by:

Mark Houser

17085939DD3846D...

By:

Mark S. Houser, City Attorney

EXECUTED this 9th day of July, 2020.

Denton County Transportation Authority

By:

Raymond Suarez

Raymond Suarez, CEO



Administrative Fee Policy

Section 1: Purpose

The purpose of this policy is to establish guidelines regarding contract service agreements for service provided by DCTA.

Section 2: Policy Statement

DCTA provides public transportation alternatives to improve mobility, air quality, economic development and livability in the areas it serves. DCTA supports utilization of these services through contracts in partnership with Universities, Colleges and with entities outside of the existing member city area but expects reasonable compensation.

Section 3: Administration

Contracts for service delivered to local Universities and Colleges, within member cities must recover a minimum of 75% of total operating and capital costs. Contracts for services delivered outside member cities must recover 100% of total operating and capital costs.

An overhead percentage shall be calculated annually based on DCTA's cost allocation model to determine the percentage of allocated, indirect costs in proportion to direct costs. A three percent (3%) fee shall be added to this overhead percentage for all contract services delivered outside member cities. This calculated overhead percentage, plus 3%, shall be used as the Administrative Fee added to direct costs. In no case shall the Administrative Fee be less than 60% without prior approval of the DCTA Board of Directors.

The President/CEO or designee is authorized to implement this policy and to issue more detailed procedures to facilitate implementation of the policy as needed. All agreements developed under this policy and any proposed deviations from this policy will be brought to the Board for prior review and approval.

Board of Directors Memo

November 12, 2020

SUBJECT: Consider Approval of Monthly Financial Statements for September 2020

Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports for the period ending September 30, 2020 include the Statement of Change in Net Position, Statement of Net Position, and Capital Project Fund. These reports provide a comparison of budget vs. actual for the fiscal year as of the current month. *Amounts are preliminary and unaudited and will change as additional information is received that impacts FY2020.*

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. Variance explanations are provided for all operating revenues and for any material unfavorable variances in operating expenses.

- **Note A:** Passenger Revenues – YTD favorable by \$39k mainly due to higher than anticipated rail average fare per rider of \$2.05 which is 37% higher than the FY20 budgeted fare per rail rider of \$1.50. This favorable variance is partially offset by lower than expected rail ridership of 221k YTD which is 21% less than the revised budgeted ridership of 281k. YTD FY20 Connect, Access, and North Texas Express bus ridership of 383k is 9% more than budgeted ridership of 351k, and overall bus ridership of 1.4 million is 25% less than budgeted ridership of 1.8 million. Ridership remained under budget throughout the month of September as employers sustained telecommuting arrangements in response to COVID-19.

	YTD FY20 Actual Ridership	YTD FY20 Budgeted Ridership	% Variance, Actual to Budget	YTD FY19 Actual Ridership	% Variance, Actual to Prior Year
Total Rail Ridership	221,316	281,052	-21%	393,700	-44%
Connect	345,099	312,297	11%	556,059	-38%
Access & Zone Service	29,399	28,249	4%	39,075	-25%
Frisco	(A) 5,675	4,649	22%	11,355	-50%
Collin County Transit	(A) 10,850	1,766	514%	11,540	-6%
North Texas Xpress	8,007	10,918	-27%	12,804	-37%
University of North Texas	(B) 946,300	1,439,557	-34%	1,774,543	-47%
North Central Texas College	(B) 5,784	8,003	-28%	12,797	-55%
Special Movements	(B) 4,782	-	N/A	72,532	-93%
Total Bus Ridership	1,355,896	1,805,439	-25%	2,490,705	-46%
Vanpool	(B) 154,811	-	N/A	128,171	21%
Total Ridership	1,732,023	2,086,491	-17%	3,012,576	-43%

(A) Includes Demand Response service and Taxi service.

(B) These ridership numbers are not linked to passenger revenues and are shown for information purposes only to include all system ridership. Please note DCTA will be installing trail counters with an anticipated usage reporting by early FY21.

- **Note B:** Contract Service Revenue – YTD unfavorable by \$47k primarily due to lower than budgeted billable fuel costs and Special Movement, Lyft and Taxi billable services. Actual YTD billed revenue hours of 42k is 1% higher than budgeted 41k hours (\$90k increased revenue). YTD usage of 105k gallons which is 7% higher than budgeted usage of 98k gallons, which is offset by the average YTD pass-through fuel cost is \$1.80/gallon compared to budgeted \$3.00/gallon at 40% lower than budget (\$106k decreased revenue). Additionally, Special Movements, Lyft, and Taxi services were all under budget (\$31k decreased revenue).

- **Note C:** Sales Tax Revenue – September sales tax revenue is not yet received and is accrued for the month based on budget. Sales tax generated in September will be received in November. The Sales Tax Report included in this agenda packet provides a more detailed Budget to Actual comparison of sales tax receipts collected through October, representing sales tax generated through August.
- **Note D:** Federal/State Grants - Capital – YTD unfavorable by \$350k due to the delay in PTC project expenses. Additional expenses will be incurred in FY21, and reimbursement will be requested at that time.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
Positive Train Control (PTC)	\$ 619,906	\$ 1,025,887	\$ (405,981)
Safety & Security	66,155	-	66,155
Land Purchase	2,313,826	2,323,890	(10,064)
Hike & Bike Trail – Eagle Point	438,548	438,548	-
	<u>\$ 3,438,435</u>	<u>\$ 3,788,325</u>	<u>\$ (349,890)</u>

- **Note E:** Federal/State Grants - Operating – YTD favorable by \$3.3 million due to Fixed Guideway and Operating Assistance funding becoming available earlier than expected. Drawdown calculations for CARES Act funding were finalized this month, and DCTA received its first drawdown of those funds.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
Bus Preventive Maintenance	\$ 1,322,423	\$ 1,381,752	\$ (59,329)
Rail Preventive Maintenance	3,627,751	2,007,873	1,619,878
Bus Operating Assistance	6,331,918	4,390,801	1,941,117
Rail Operating Assistance	3,730,097	3,884,963	(154,866)
ADA Assistance	322,370	501,166	(178,796)
Vanpool	216,482	120,000	96,482
Safety & Security Equipment	-	114,317	(114,317)
NCTCOG Train the Trainer	49,136	-	49,136
NCTCOG NTX 35W JARC	68,162	-	68,162
	<u>\$ 15,668,339</u>	<u>\$ 12,400,872</u>	<u>\$ 3,267,467</u>

Identified Need

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

Recommendation

Staff recommends approval.

Exhibits

Exhibit 1(a): Monthly Financial Statements – September 2020

Exhibit 1(b): Capital Projects Budget Report – September 2020

Submitted by:


Amber Karkauskas
Controller

Final Review:


Marisa Perry, CPA
Chief Financial Officer/VP of Finance



DENTON COUNTY TRANSPORTATION AUTHORITY

CHANGE IN NET POSITION

MONTH AND YEAR TO DATE AS OF SEPTEMBER 30, 2020

(UNAUDITED)

Description	Month Ended September 30, 2020			Year to Date September 30, 2020				Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance		
Revenue and Other Income								
Passenger Revenues	\$ 41,381	\$ 31,605	\$ 9,776	\$ 831,278	\$ 792,169	\$ 39,109	\$ 792,169	Note A
Contract Service Revenues	372,288	(558,752)	931,040	3,352,174	3,398,779	(46,605)	3,398,779	Note B
Sales Tax Revenues	2,615,204	1,254,087	1,361,117	28,160,700	26,805,374	1,355,326	26,805,374	Note C
Federal/State Grants - Capital	2,447,052	2,577,219	(130,167)	3,438,435	3,788,325	(349,890)	3,788,325	Note D
Federal/State Grants - Operating	7,937,984	1,052,083	6,885,901	15,668,339	12,400,872	3,267,467	12,400,872	Note E
Total Revenues and Other Income	<u>13,413,909</u>	<u>4,356,242</u>	<u>9,057,667</u>	<u>51,450,925</u>	<u>47,185,519</u>	<u>4,265,406</u>	<u>47,185,519</u>	
Operating Expenses								
Salary, Wages and Benefits	300,239	366,797	66,558	4,432,165	4,670,896	238,731	4,670,896	
Outsourced Services and Charges	443,579	495,427	51,848	2,510,276	4,031,877	1,521,601	4,031,877	
Materials and Supplies	148,442	168,691	20,249	1,907,483	2,452,919	545,436	2,452,919	
Utilities	62,739	42,510	(20,229)	420,740	490,988	70,248	490,988	
Insurance	137,869	146,065	8,196	1,656,122	1,752,329	96,207	1,752,329	
Purchased Transportation Services	891,191	740,628	(150,564)	10,090,491	10,185,808	95,317	10,185,808	
Employee Development	8,830	(36,047)	(44,877)	161,490	245,515	84,025	245,515	
Leases and Rentals	26,841	19,131	(7,710)	226,632	229,633	3,001	229,633	
Depreciation	794,404	902,741	108,337	9,559,752	10,612,052	1,052,300	10,612,052	
Total Operating Expenses	<u>2,814,134</u>	<u>2,845,943</u>	<u>31,808</u>	<u>30,965,150</u>	<u>34,672,017</u>	<u>3,706,867</u>	<u>34,672,017</u>	
Income Before Non-Operating Revenues and Expenses	10,599,774	1,510,299	9,089,475	20,485,775	12,513,502	7,972,273	12,513,502	
Non-Operating Revenues / (Expense)								
Investment Income	(7,846)	18,337	(26,183)	320,793	325,000	(4,207)	325,000	
Gain (Loss) on Disposal of Assets	68,125	-	68,125	(7,482)	-	(7,482)	-	
Fare Evasion Fee	-	87	(87)	-	1,000	(1,000)	1,000	
Other Income/(Expense) - Miscellaneous	226,254	-	226,254	431,955	51,000	380,955	51,000	
Long Term Debt Interest/Expense	(75,781)	(75,790)	9	(909,133)	(909,480)	347	(909,480)	
Total Non-Operating Revenues / (Expenses)	<u>210,753</u>	<u>(57,366)</u>	<u>268,119</u>	<u>(163,868)</u>	<u>(532,480)</u>	<u>368,612</u>	<u>(532,480)</u>	
Income (Loss) before Transfers	10,810,527	1,452,933	9,357,593	20,321,907	11,981,022	8,340,885	11,981,022	
Transfers Out	(754,171)	(744,827)	(9,344)	(7,560,626)	(8,119,303)	558,677	(8,119,303)	
Total Transfers	<u>(754,171)</u>	<u>(744,827)</u>	<u>(9,344)</u>	<u>(7,560,626)</u>	<u>(8,119,303)</u>	<u>558,677</u>	<u>(8,119,303)</u>	
Change in Net Position	<u>\$ 10,056,356</u>	<u>\$ 708,106</u>	<u>\$ 9,348,250</u>	<u>\$ 12,761,281</u>	<u>\$ 3,861,719</u>	<u>\$ 8,899,562</u>	<u>\$ 3,861,719</u>	



DENTON COUNTY TRANSPORTATION AUTHORITY

STATEMENT OF NET POSITION
AS OF SEPTEMBER 30, 2020
(UNAUDITED)

	September 30, 2020	August 31, 2020	Change
Assets			
Current Assets			
Operating Cash & Cash Equivalents	\$ 29,499,102	\$ 21,848,192	\$ 7,650,910
Reserves: Cash & Cash Equivalents	9,001,572	8,967,271	34,301
Reserves: Investments	5,064,346	5,084,334	(19,988)
Accounts & Notes Receivable	7,157,872	5,014,237	2,143,635
Prepaid Expenses	168,441	311,570	(143,129)
Inventory	29,805	19,585	10,220
Restricted Asset-Cash and Equivalents	849,786	3,191,547	(2,341,761)
Total Current Assets	51,770,924	44,436,736	7,334,188
Non-Current Assets			
Land	17,394,147	17,394,147	-
Land Improvements	11,953,783	11,953,783	-
Machinery & Equipment	5,243,986	5,213,614	30,372
Vehicles	92,907,285	92,907,285	-
Computers & Software	1,387,627	1,387,627	-
Intangible Assets	16,997,155	16,997,155	-
Construction in Progress	22,338,024	19,623,459	2,714,565
Other Capital Assets, Net	234,616,978	234,616,978	-
Accumulated Depreciation	(87,113,273)	(86,324,197)	(789,076)
Total Non-Current Assets	315,725,711	313,769,850	1,955,861
Total Assets	367,496,635	358,206,586	9,290,049
Deferred Outflow of Resources			
Deferred Outflows Related to Pensions	369,652	369,652	-
Total Deferred Outflow of Resources	369,652	369,652	-
Liabilities			
Current Liabilities			
Accounts Payable and Accrued Expenses	2,209,751	726,176	1,483,575
Deferred Revenues	56,458	57,437	(979)
Interest Payable	-	378,903	(378,903)
Retainage Payable	621,036	621,036	-
Total Current Liabilities	2,887,245	1,783,552	1,103,693
Non-Current Liabilities			
Rail Easement Payable	900,000	900,000	-
Bonds Payable	23,360,000	25,230,000	(1,870,000)
Net Pension Liability	109,285	109,285	-
Total Non-Current Liabilities	24,369,285	26,239,285	(1,870,000)
Total Liabilities	27,256,530	28,022,837	(766,307)
Deferred Inflow of Resources			
Deferred Inflows Related to Pensions	47,683	47,683	-
Total Deferred Inflow of Resources	47,683	47,683	-
Net Position			
Net Investment in Capital Assets	293,688,041	293,688,041	-
Unrestricted	34,112,752	34,112,752	-
Change in Net Position	12,761,281	2,704,925	10,056,356
Total Net Position	\$ 340,562,074	\$ 330,505,718	\$ 10,056,356

DENTON COUNTY TRANSPORTATION AUTHORITY

CAPITAL PROJECT FUND

AS OF SEPTEMBER 30, 2020

Capital Project Number/Name	Project Budget	September 2020 Actuals Booked	Actuals Life To Date	\$ Under/ (Over) Budget	% of Budget (As of September 2020 Close)
Construction Work in Progress					
G&A Capital Projects					
Total 10302 · Infrastructure Acquisition	\$ 3,251,990	\$ 2,303,541	\$ 2,605,264	\$ 646,726	80%
Total 10403 · Server/Network Infrastructure	350,000	-	333,128	16,872	95%
Total G&A Capital Projects	3,601,990	2,303,541	2,938,393	663,597	82%
Bus Capital Projects					
Total 50306 · Major Maintenance - Bus	125,000	26,280	101,205	31,143	81%
Total 50411 · Integrated Fare Payment	600,000	-	-	600,000	0%
Total 50513 · Fleet (2019)	1,481,000	-	875	1,480,125	0%
Total 50514 · Fleet (2020)	1,062,600	-	-	1,062,600	0%
Total Bus Capital Projects	3,268,600	26,280	102,080	3,173,868	3%
Rail Capital Projects					
Total 61406.1 · Positive Train Control Implementation	16,720,141	671	15,910,541	809,600	95%
Total 61406.2 · Positive Train Control Enhancements	5,000,000	14,006	148,180	4,851,820	3%
Total 61409 · Stadler Diagnostic Laptops	80,000	70,676	70,676	9,324	88%
Total 61605 · Brownfield Remediation	385,000	8,710	338,405	46,595	88%
Total 61715 · Trail Safety Improvements	181,157	9,980	170,507	10,650	94%
Total 61720 · Major Maintenance - Rail	2,024,826	280,701	1,623,962	400,864	80%
Total Rail Capital Projects	24,391,124	384,744	18,262,270	6,128,854	75%
Total Construction Work in Progress	\$ 31,261,714	\$ 2,714,565	\$ 21,302,743	\$ 9,966,319	68%



Board of Directors Memo

November 12, 2020

SUBJECT: Monthly Sales Tax Receipts

Background

Sales tax represents the single largest source of revenue for DCTA at 56.36% for the Fiscal Year 2020 budget. The annual revised sales tax budget for FY20 is \$26,805,374. 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 November, receipts were favorable compared to the revised budget.

- Sales tax for sales generated at retail in the month of September and received in November was \$2,910,752.
- This represents an increase of 132.10% or \$1,656,665 compared to revised budget for the month and an increase of 8.82% or \$235,909 compared to the original budget for the month.
- Compared to the same month last year, sales tax receipts are \$358,697 or 14.06% higher.
- Member city collections for the month compared to prior year are as follows:
 - City of Lewisville up 16.51%
 - City of Denton up 9.26%
 - City of Highland Village up 5.68%

Identified Need

Provides the Board of Directors a monthly status on Sales Tax collections.

Recommendation

For information only. No action required.

Exhibits

Exhibit 1: FY20 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:	2019-2020 Original Budget	2019-2020 Revised Budget	2019-2020 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)	2018-2019 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 2,353,270	\$ 2,329,419	\$ 2,329,419	\$ (23,851)	-1.01%	\$ -	0.00%	\$ 2,307,128	\$ 22,291	0.97%
November	January	\$ 2,338,596	\$ 2,188,220	\$ 2,188,220	\$ (150,376)	-6.43%	\$ -	0.00%	\$ 2,292,741	\$ (104,521)	-4.56%
December	February	\$ 2,888,362	\$ 3,191,714	\$ 3,191,714	\$ 303,352	10.50%	\$ -	0.00%	\$ 2,831,728	\$ 359,986	12.71%
January	March	\$ 2,111,018	\$ 2,268,362	\$ 2,268,362	\$ 157,344	7.45%	\$ -	0.00%	\$ 2,069,625	\$ 198,737	9.60%
February	April	\$ 2,064,564	\$ 2,114,448	\$ 2,114,448	\$ 49,884	2.42%	\$ -	0.00%	\$ 2,024,082	\$ 90,366	4.46%
March	May	\$ 2,525,343	\$ 2,503,274	\$ 2,503,274	\$ (22,069)	-0.87%	\$ -	0.00%	\$ 2,475,826	\$ 27,448	1.11%
April	June	\$ 2,534,129	\$ 2,185,555	\$ 2,185,555	\$ (348,574)	-13.76%	\$ -	0.00%	\$ 2,484,440	\$ (298,885)	-12.03%
May	July	\$ 2,234,810	\$ 2,400,743	\$ 2,400,743	\$ 165,933	7.42%	\$ -	0.00%	\$ 2,307,292	\$ 93,451	4.05%
June	August	\$ 2,627,865	\$ 2,819,430	\$ 2,819,430	\$ 191,565	7.29%	\$ -	0.00%	\$ 2,656,359	\$ 163,071	6.14%
July	September	\$ 2,225,018	\$ 2,412,772	\$ 2,412,772	\$ 187,754	8.44%	\$ -	0.00%	\$ 2,447,195	\$ (34,423)	-1.41%
August	October	\$ 2,441,366	\$ 1,137,350	\$ 2,511,707	\$ 70,341	2.88%	\$ 1,374,357	120.84%	\$ 2,312,424	\$ 199,283	8.62%
September	November	\$ 2,674,843	\$ 1,254,087	\$ 2,910,752	\$ 235,909	8.82%	\$ 1,656,665	132.10%	\$ 2,552,054	\$ 358,697	14.06%
YTD TOTAL		\$ 29,019,184	\$ 26,805,374	\$ 29,836,396	\$ 817,212	2.82%	\$ 3,031,022	11.31%	\$ 28,760,896	\$ 1,075,500	3.74%
FISCAL YEAR TOTAL		\$ 29,019,184	\$ 26,805,374						\$ 28,760,896		

^(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

November 12, 2020

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:	2018-2019 Year Actual	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance	Sales Generated in Month of:	Received in Month of:	2018-2019 Year Actual	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,287,654	\$ 3,282,870	\$ (4,784)	-0.15%	October	December	\$ 319,132	\$ 357,488	\$ 38,356	12.02%
November	January	\$ 3,193,613	\$ 2,904,782	\$ (288,831)	-9.04%	November	January	\$ 311,524	\$ 356,224	\$ 44,700	14.35%
December	February	\$ 4,003,626	\$ 4,407,090	\$ 403,465	10.08%	December	February	\$ 446,811	\$ 521,121	\$ 74,309	16.63%
January	March	\$ 3,029,803	\$ 3,148,942	\$ 119,140	3.93%	January	March	\$ 283,228	\$ 338,734	\$ 55,507	19.60%
February	April	\$ 2,965,849	\$ 2,987,194	\$ 21,344	0.72%	February	April	\$ 258,782	\$ 262,811	\$ 4,029	1.56%
March	May	\$ 3,631,625	\$ 3,733,423	\$ 101,799	2.80%	March	May	\$ 344,912	\$ 322,245	\$ (22,667)	-6.57%
April	June	\$ 3,806,587	\$ 3,294,690	\$ (511,898)	-13.45%	April	June	\$ 304,322	\$ 267,280	\$ (37,043)	-12.17%
May	July	\$ 3,253,159	\$ 3,399,328	\$ 146,168	4.49%	May	July	\$ 340,531	\$ 311,278	\$ (29,254)	-8.59%
June	August	\$ 3,620,748	\$ 4,039,429	\$ 418,682	11.56%	June	August	\$ 523,000	\$ 394,759	\$ (128,242)	-24.52%
July	September	\$ 3,382,881	\$ 3,032,247	\$ (350,634)	-10.36%	July	September	\$ 322,509	\$ 303,996	\$ (18,513)	-5.74%
August	October	\$ 3,226,407	\$ 3,509,227	\$ 282,820	8.77%	August	October	\$ 316,585	\$ 304,285	\$ (12,301)	-3.89%
September	November	\$ 3,574,678	\$ 4,164,883	\$ 590,205	16.51%	September	November	\$ 382,932	\$ 404,670	\$ 21,739	5.68%
YTD TOTAL		\$ 40,976,630	\$ 41,904,104	\$ 927,474	2.26%	YTD TOTAL		\$ 4,154,270	\$ 4,144,890	\$ (9,380)	-0.23%
FISCAL YEAR TOTAL		\$ 40,976,630				FISCAL YEAR TOTAL		\$ 4,154,270			

CITY OF DENTON					
Sales Generated in Month of:	Received in Month of:	2018-2019 Year Actual	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 2,875,467	\$ 2,887,178	\$ 11,711	0.41%
November	January	\$ 2,933,274	\$ 2,911,334	\$ (21,940)	-0.75%
December	February	\$ 3,667,687	\$ 4,230,616	\$ 562,929	15.35%
January	March	\$ 2,435,272	\$ 2,902,937	\$ 467,665	19.20%
February	April	\$ 2,397,631	\$ 2,571,667	\$ 174,036	7.26%
March	May	\$ 3,229,426	\$ 3,061,108	\$ (168,318)	-5.21%
April	June	\$ 2,945,196	\$ 2,521,781	\$ (423,415)	-14.38%
May	July	\$ 2,897,074	\$ 2,878,630	\$ (18,444)	-0.64%
June	August	\$ 3,479,089	\$ 3,555,689	\$ 76,601	2.20%
July	September	\$ 3,190,582	\$ 2,999,523	\$ (191,059)	-5.99%
August	October	\$ 2,955,618	\$ 3,167,204	\$ 211,587	7.16%
September	November	\$ 3,396,022	\$ 3,710,560	\$ 314,538	9.26%
YTD TOTAL		\$ 36,402,338	\$ 37,398,228	\$ 995,889	2.74%
FISCAL YEAR TOTAL		\$ 36,402,338			

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%	\$23,432,844	\$23,150,140	1.22%	\$239,719,083	\$240,285,602	-0.23%
Corpus Christi MTA	0.50%	\$3,024,935	\$2,759,470	9.62%	\$31,330,782	\$31,996,388	-2.08%
Dallas MTA	1.00%	\$55,061,160	\$55,352,516	-0.52%	\$561,559,624	\$575,259,539	-2.38%
Denton CTA	0.50%	\$2,910,752	\$2,552,054	14.05%	\$27,506,977	\$26,453,768	3.98%
El Paso CTD	0.50%	\$4,520,578	\$4,190,955	7.86%	\$44,330,472	\$43,201,406	2.61%
Fort Worth MTA	0.50%	\$7,099,921	\$6,948,812	2.17%	\$74,273,962	\$75,123,456	-1.13%
Houston MTA	1.00%	\$68,449,818	\$66,921,339	2.28%	\$698,899,533	\$716,016,844	-2.39%
Laredo CTD	0.25%	\$742,861	\$690,245	7.62%	\$7,493,557	\$7,732,144	-3.08%
San Antonio ATD	0.25%	\$6,723,503	\$6,489,405	3.60%	\$65,527,648	\$66,534,221	-1.51%
San Antonio MTA	0.50%	\$14,772,334	\$14,278,473	3.45%	\$145,608,422	\$146,995,674	-0.94%
TOTALS		\$ 186,738,705	\$ 183,333,409	1.86%	\$ 1,896,250,061	\$ 1,929,599,040	-1.73%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department

Prepared By: Denton County Transportation Authority Finance Department

November 12, 2020

Board of Directors Memo

November 12, 2020

SUBJECT: Monthly Mobility-as-a-Service Update

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, contract 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.

Financial Impact

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 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). No funds have been expended to date.

Task Orders #2 & #3 – On-Demand Services in Member Cities and Contracted Cities was discussed at the June Board meeting and was presented at the September Board meeting to authorize negotiation of two task orders. Negotiations are currently being conducted and staff anticipates presenting the resulting task orders at the December Board meeting for approval.

Identified Need

Provides the Board of Directors a monthly status on Mobility-as-a-Service Contracts.

Recommendation

For information only. No action required.

Submitted By:



Athena Forrester, AVP of Regulatory Compliance



Board of Directors Memo

November 12, 2020

SUBJECT: Budget Information

There were no budget transfers completed in the month of October to report.

Identified Need

Provides the Board of Directors a monthly status on any budget transfers completed.


Recommendation

For information only. No action required.

Exhibits

N/A

Submitted By: 
Amanda Riddle
Senior Manager of Budget

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



Board of Directors Memo

November 12, 2020

SUBJECT: Discuss Transformation Initiative Progress Report

Background

The Transformation Initiative is an agency-wide study to help the DCTA Board of Directors develop a cohesive vision for DCTA's future, improve operations, address perceived concerns, and respond to evolving markets, technology and consumer preferences.

The following progress report is being provided to keep the board abreast of all activities related to the initiative. Board discussion and/or action is not required at the November 2020 board meeting.

Financial Impact

On June 25, 2020, the DCTA Board of Directors approved Task Order #1 for a total of \$667,000.

Progress Report

Milestone Dates Met:

- Kick-Off Meeting with Accenture – August 7, 2020
- Board Interviews – Week of August 10, 2020
- DCTA Staff Interviews – Week of August 17, 2020
- Data Requests Fulfilled – August 21, 2020
- Visioning Session with Board of Directors – September 11, 2020 from 9 a.m. – 4 p.m.
- Current State Assessment and Future State Recommendations Shared with the Board of Directors via email in preparation for workshop – November 2, 2020
- Specially Called Meeting to review the Current State Assessment, Future State Recommendations and conduct a workshop to prioritize recommendations – November 5, 2020 from 10 a.m. – 4 p.m.

Next Steps:

- Accenture 1:1 Meetings with Board Members – TBD (potentially week of November 16)
- Final output from workshop – mid-November
- Board Workshop to Discuss Service Standards – TBD

Timeline:

All activities are on schedule according to Accenture's weekly progress report.

Board Discussion/Action:

- Accenture has not provided any feedback or findings that would necessitate board action at the November 12, 2020 DCTA Board of Directors meeting. However, the Board does plan to recap the discussion from the November 5, 2020 specially called meeting during the regularly scheduled board meeting.
- Results from the specially called meeting will necessitate further discussion and board action related to agency service standards, agency priorities and service planning. Those items will be addressed in their own agenda item for board discussion and action when appropriate.

Approval:

Nicole Recker, VP of Mobility Services and Administration



Board of Directors Memo

November 12, 2020

SUBJECT: Discuss Actions Relating to the 87th Texas Legislative Session

Background

The Board of Directors has requested continued discussion related to communications during the upcoming legislative session. DCTA staff and HillCo representatives will be prepared to facilitate further dialogue and receive Board direction related to policies, the legislative agenda, and expectations for the 87th Legislative Session.

Submitted By: 
Lindsey Baker, Director of Government Affairs

Approval: 
Kristina Holcomb, Deputy Chief Executive Officer

Board of Directors Memo

November 12, 2020

SUBJECT: Consider Approval of Resolution R20-22 Approving the Denton Country Transportation Reinvestment Program (TRiP) Policy

Background

AECOM has facilitated multiple discussions with the DCTA Board of Directors in an effort to develop a Transportation Reinvestment Program (TRiP) which includes program parameters, implementation plan and associated policy. TRiP will enable partnerships between the agency and its member cities on mutually beneficial investments in transit-supportive projects by allowing DCTA the ability to distribute funds to member cities for eligible projects consistent with DCTA's Long-Range Service Plan and the Agency's enabling legislation, Chapters 431 and 460 of the Texas Transportation Code.

The Board provided additional feedback at the October board meeting regarding a prior draft TRiP Policy. This feedback was incorporated into a new "Final Draft" which is included in the packet for consideration of approval at the December board meeting.

Substantive changes made to this final draft include:

- Initiation of annual call for projects from member cities in January of each calendar year.
- Establishment of a five percent cap on DCTA program administration
- Pre-award authority review period expanded to 45 days
- Deleted language defining TRiP funding as "subordinate" to "debt service"
- Included language to ensure crosswalks and sidewalks within one-mile of DCTA routes/demand response zones are eligible for TRiP funding.

Financial Impact

Upon Board Approval of this policy, TRiP will be a five-year program with its first funding cycle during the 2021 fiscal year budget. The anticipated annual TRiP budget will be set at 15 percent of DCTA's net available fund balance from the previous fiscal year. For the initial program year and in addition to the set 15 percent, a one-time program startup amount of \$2,000,000 will be dedicated to the TRiP project line item within the FY2021 budget.

Recommendation

Item is posted as an "Action" item to provide an opportunity for the Board to approve the policy at this month's board meeting. Staff recommends approval of this final draft of the Transportation Reinvestment Program (TRiP) policy.

Exhibits

Exhibit 1: Resolution R20-22 Approving the Denton Country Transportation Reinvestment Program (TRiP) Policy with Exhibit "A" TRiP Policy

Exhibit 2: TRiP Policy Final Draft 10.29.20 (Redline Version)

Exhibit 3: Board Presentation



Submitted By:

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

Tim Palermo, Planning & Data Analytics Manager

Final Review:

A handwritten signature in blue ink, appearing to read "Kristina Holcomb", written over a horizontal line.

Kristina Holcomb, Deputy CEO

Approval:

A handwritten signature in black ink, appearing to read "Raymond Suarez", written over a horizontal line.

Raymond Suarez, CEO

**DENTON COUNTY TRANSPORTATION AUTHORITY
RESOLUTION NO. R20-22**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA) APPROVING THE DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP) POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the DCTA Transportation Reinvestment Program (TRiP) Policy’s objective is to provide financial assistance to DCTA member cities for transit-supportive projects consistent with and beneficial to DCTA’s Long-Range Service Plan Goals; and

WHEREAS, DCTA Board of Directors has been presented with the DCTA TRiP Policy attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the DCTA TRiP Policy, and all matters related thereto, the Board of Directors of the Denton County Transportation Authority is of the opinion and finds that the DCTA TRiP Policy should be approved;

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

SECTION 1. The DCTA TRiP Policy, attached hereto as Exhibit “A”, be and the same is hereby approved.

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 12TH DAY OF NOVEMBER 2020.

APPROVED:

Chris Watts, Chair

ATTEST:

Sam Burke, Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., General Counsel
(11-04-2020:TM 118943))

EXHIBIT “A”
DCTA TRiP Policy

DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

I. POLICY STATEMENT

The Denton County Transportation Authority (DCTA) Transportation Reinvestment Program (TRiP) policy objective is to provide financial assistance to DCTA member cities for transit-supportive projects consistent with and beneficial to DCTA's Long-Range Service Plan goals. TRiP funding will be apportioned to DCTA member cities in proportion to each city's net half-cent sales and use tax collection for the previous fiscal year, as published by the Texas Comptroller's Allocation Payment Detail. Total program funding levels and allocation formula are detailed in Section III. DCTA will distribute funds to member cities for eligible projects consistent with DCTA's enabling legislation, Chapters 431 and 460 of the Texas Transportation Code, and project selection criteria specified in Section V.

II. SCOPE

TRiP is a five-year policy, with its first funding cycle beginning in 2021. Each year, DCTA will establish TRiP funding levels following an audit of the previous fiscal year's net available balance and in accordance with the TRiP policy. DCTA will issue a call for projects in January of each calendar year. Continuation of the policy beyond the initial five years would require DCTA Board reapproval. In the event the Board does not re-approve subsequent years, the policy will expire after the five-years and any unobligated funds shall revert to DCTA cash reserves.

Funds will be available to DCTA member cities, including Denton, Highland Village and Lewisville. A municipality which becomes a participating member of DCTA, under the provisions of Section 460.302 Texas Transportation Code, will become an eligible recipient of DCTA TRiP funding in the next fiscal year following collection of a transit sales and use tax.

III. FUNDING

The annual TRiP budget will be equal to 15 percent of DCTA's net available fund balance from the previous fiscal year. In addition, DCTA will authorize a one-time program startup amount of \$2,000,000 to be transferred from the Capital/Infrastructure Reserve to a dedicated TRiP project line within the FY2021 budget. Annual program contributions may be amended as necessary through Board amendment of the TRiP policy.

Funding for each member city will be allocated based on the following formula:

$$= 95\% \times \text{Annual Program Budget} \left(\frac{\text{Individual member city sales tax collection, prior FY}}{\text{Total all member cities sales tax collection, prior FY}} \right)$$

Actual cost up to and not to exceed five percent of the annual program budget shall be set aside for DCTA program administration, including project selection, monitoring and financial reporting, and 95 percent split among member cities proportional to sales and use tax receipts, as estimated by DCTA financial staff, for the previous fiscal year. Prior to award of the TRiP projects, DCTA staff will present anticipated TRiP administrative costs for Board approval. Unspent administrative budget shall be returned to TRiP reserve balances.

Multiple municipalities may pool their allocated amounts to allow more flexibility in financing larger, mutually beneficial projects. Member cities could accrue allocated funds each fiscal year in order to fund a larger project. Funds remain with DCTA, designated to each member city,

DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

until dispersed to an approved project. Funds will remain with DCTA until reimbursements have been made to the member city for an approved project. Unobligated funds designated to each member city may rollover for up to three years.

IV. ELIGIBLE PROJECTS

To be eligible for TRiP funding, a project must be consistent with DCTA's enabling legislation, Chapters 431 and 460 of the Texas Transportation Code, and project selection criteria specified in Section V. Projects funded through inter-local agreement must be authorized under and consistent with the provisions of Texas Local Government Code 791: Interlocal Cooperation Contracts.

A key provision of Chapter 460 regarding DCTA expenditures is that they be consistent with and beneficial to the locally adopted Long-Range Service Plan goals. Projects eligible for TRiP funding should demonstrate support of these formally adopted goals. Eligible projects are shown in **Attachment A**.

In addition to serving Long-Range Service Plan goals, projects eligible for TRiP funding should be clearly defined and financially sound. Well defined capital/expansion projects will facilitate a reliable design-build cost estimate. Cost estimates for maintenance of assets should be based on recent similar maintenance projects or bids/solicitations where available. Planning and preliminary design costs may also be eligible for projects that support DCTA's long range goals.

Eligible project types may be amended as necessary through a DCTA Board amendment of the TRiP policy. Adoption of an updated DCTA Long-Range Service Plan update may trigger Board action if amendments to TRiP project criteria are needed to ensure consistency with updated Long-Range Service Plan goals.

V. PROJECT SELECTION

Eligible member cities must submit a written application for funding. The application shall include, at minimum: a project description, project limits and boundaries, proposed or engineering based capital cost estimates, requested funding amount, identification of additional funding sources (if applicable), proposed schedule for the project, and a description of how the project would support DCTA Long-Range Service Plan goals. A sample project application is provided in *Attachment A*.

Applications will be submitted within 90 days of the DCTA Call for Projects. However, member cities may submit their applications sooner. DCTA staff will have 30 days to review the application to determine minimum project eligibility or request more information. Subsequent to completing the review, if no additional information was requested, the application will be placed on the agenda for the next regularly scheduled DCTA Board of Directors meeting for consideration. Following the review of each application, the DCTA Board will lead the approval and award process.

In subsequent years, should a member city have a project that timing would necessitate an application prior to the call for projects, a city may submit an application for pre-award

DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

authority. Any cost difference between the member city's allocated funding for that year and the project cost, would be borne by the member city.

DCTA staff will have 45 days to review the pre-award authority application to determine minimum project eligibility or request more information. Subsequent to completing the review, if no additional information was requested, the application will be placed on the agenda for the next regularly scheduled DCTA Board of Directors meeting for consideration. Following the review of each application, the DCTA Board will lead the approval and award process.

At a minimum, projects must meet the following criteria to be eligible for DCTA funding:

- Project limits located primarily within the DCTA service area, the geographic boundaries of DCTA member cities, or within a quarter mile of any A-train Station or DCTA fixed bus route.
 - Projects that extend beyond this area should identify extra-territorial costs and alternate funding sources for the portion of costs not eligible for TRiP funding
- Clear and defensible nexus to DCTA Long-Range Service Plan goals
- Financially Sound
 - Requested capital funding does not exceed the member city's TRiP allocation, or
 - Funding sources have been identified for project costs exceeding the requested amount

In the event a member city submits multiple projects for consideration whose total costs exceed the member city's balance of available funds, additional project criteria may be considered to narrow the selection. These additional criteria may include percent cost sharing, ability to leverage additional federal funding, project timeframe, and demonstrated ability to meet multiple Long-Range Service Plan goals. Projects meeting minimum selection criteria may be deferred to a future year in the event of funding limitations.

VI. DISBURSEMENT

Based on the requested funding amount and as part of the Board approval packet, DCTA staff will recommend a schedule for TRiP funding disbursement which may be lump sum, quarterly, or annually.

Once approved by the DCTA Board, the approved funding becomes programmed to the project. That programmed amount is deducted from the available apportionment as an obligation. Funds will be allocated in accordance with the approved schedule, including lump-sum, quarterly or annually. In no case, will disbursements be made until the project eligibility requirements have been met and formal approval by the DCTA Board has been made. DCTA disbursement of payment to member cities for eligible project expenses will occur after an expense has been incurred as a reimbursement.

For capital assistance projects, member cities shall provide DCTA with a project status report and current financial records for each approved project. The status report shall be submitted on an annual basis (consistent with recommended disbursement schedule), and will include:

- Project identifier
- Approved project budget
- TRiP funds programmed for the project

DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

- Expenses incurred
- Percentage completion

At project completion, in the event that final project accounting or audit reveals that TRiP funding was not expended in a manner consistent with program requirements, or that the final project cost was less than the approved TRiP funding, those unspent funds shall be returned to DCTA and remain available in the apportionment for reprogramming to the eligible city. Unspent dollars shall be available to the eligible city up to three years for reprogramming and will be in addition to, any future allotments.

DCTA does not assume or incur any liability, obligation or financial responsibility for a contract between an eligible city and a contractor, employee or agent for an approved project or any liability for a result, occurrence, injury or damages resulting from or caused, directly or indirectly, by an approved project.

VII. PERFORMANCE EVALUATION AND REPORTING

Eligible cities shall maintain accurate books and records of all approved projects. Cities will maintain separate records for each approved project including project budgets, budget amendments, revised budget balances, expenditures to date, change orders, cost to complete, and TRiP funding received to date. DCTA maintains the right to audit a city's books to ensure that TRiP funding is applied in accordance with the program criteria. Cities also maintain the right to audit DCTA's books to ensure that the funding allocations and disbursements are in accordance with these guidelines and other applicable laws.

In addition to financial records, member cities will provide to DCTA an annual status report for each funded project detailing the activities completed to date, schedule updates, and any foreseeable issues or challenges. Additional performance monitoring criteria may be established for larger disbursements or on-going programs funded through TRiP.

DCTA may reconfirm performance goals (established in coordination with the member cities) intended to demonstrate the project's ability to support Long-Range Service Plan goals. DCTA will report quarterly to the Board on the status of the TRiP fund, including amounts apportioned, amounts programmed, amounts disbursed to member cities, and the amount remaining for each city. Quarterly staff reports will also include a summary of significant milestones and performance goals.

VIII. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the project selection process shall refrain from personal business activity that could conflict with the proper execution and management of the TRiP or that could impair the ability to make impartial decisions. Employees and Board members shall disclose any material interests potentially affected by any of the projects submitted.

Procedures when identifying a potential conflict of interest will comply with Chapter 171 of Texas Local Government Code regarding conflicts of interest. If an officer or employee involved in the project selection process has a substantial interest in a business entity or in real property,

**DENTON COUNTY TRANSPORTATION AUTHORITY
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

that person must file an affidavit stating the nature and extent of the interest and abstain from further participation.¹

IX. SUBJECT TO AUDIT

DCTA shall establish a system of written internal controls which will be reviewed annually with the independent auditor of DCTA. The controls shall be designed to prevent loss of public funds due to error, misrepresentation, or oversight. A formal annual review of these internal controls as well as disbursements and receipts associated with the Transportation Reinvestment Program will be performed by an independent auditor. Results of the audit shall be reported to the Board.

¹ Legal exceptions and situations not requiring abstention should be reviewed and documented with DCTA counsel.

**DENTON COUNTY TRANSPORTATION AUTHORITY
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

ATTACHMENT A – SAMPLE PROJECT APPLICATION

PROJECT NAME:

PROJECT SPONSOR:

☐ Denton

☐ Lewisville

☐ Highland
Village

PROJECT DESCRIPTION:

**GEOGRAPHIC
LIMITS/BOUNDARIES:**

REQUEST FOR CAPITAL

LEVEL OF DESIGN:

PROJECT COST:

FUNDING REQUEST:

**ESTIMATED PROJECT
COMPLETION DATE:**

ADDITIONAL INFORMATION:

**DENTON COUNTY TRANSPORTATION AUTHORITY
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

**IN THE SECTION BELOW, PLEASE INDICATE HOW THE PROPOSED PROJECT
SUPPORTS DCTA LONG-RANGE SERVICE PLAN GOALS**

☐ Increase service efficiency and reliability

☐ Increase service effectiveness for DCTA
customer

☐ Increase the visibility and elevate the image
of DCTA

☐ Expand DCTA services into areas where
transit has a strong likelihood of success

☐ Coordinate with regional transportation
providers

☐ Pair transit facilities to existing and planned
transit-supportive development

☐ Advocate sustainable development practices
that support transit

☐ Strive for financial excellence by maintaining
fiscally sound and sustainable financial plans
and budgets that reflect community priorities and
values

**DENTON COUNTY TRANSPORTATION AUTHORITY
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

THIS SECTION TO BE COMPLETED BY DCTA STAFF

Transportation Reinvestment Program Project Identifier: _____

- ☐ Meets minimum project eligibility requirements
- ☐ Multiple project selection

Rank: _____

Initial Member City Transportation Reinvestment Program Balance: _____

Recommended Project FY _____ Programmed Amount: _____

Remaining Member City Balance: _____

Recommended Disbursement Schedule:

- ☐ Lump Sum
- ☐ Quarterly
- ☐ Monthly
- ☐ As defined through Inter-local Agreement

PLEASE ATTACH PROJECT COST BACKUP. ACCEPTABLE COST BACKUP FOR CAPITAL PROJECTS INCLUDES PROJECT DRAWINGS, DESIGN SHEETS, COST WORKBOOK, OR BID SHEET. FOR SERVICE REQUESTS, PLEASE INCLUDE A SUMMARY OF DISCUSSIONS WITH DCTA SERVICE PLANNING STAFF OR AN ESTIMATE FROM AN ALTERNATE TRANSPORTATION SERVICE PROVIDER.

**DENTON COUNTY TRANSPORTATION AUTHORITY
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

ATTACHMENT A

Improvement Type	Restrictions
Transit Stop Amenities	Along existing or planned DCTA fixed routes
Sidewalks	Within one mile and/or along existing or planned DCTA fixed routes/demand response zones
Crosswalks/Median Island	Within one mile and/or of planned DCTA fixed routes/demand response zones
Bike/Ped Trail Connections	Provides connection to existing or planned transit network
Bus Bulb Out/Turning Pocket	N/A
Transit Lane	N/A
Bike Lane (on-street)	N/A
Other Lane reconfiguration	Must serve a transit-related purpose
Traffic Calming	N/A
Landscaping/streetscaping	Along existing or planned route DCTA fixed routes/on-demand response zones
Street lighting/ Other public safety improvements	Along existing or planned DCTA fixed routes/on-demand response zones
Transit Signal Priority (TSP)	Along existing or planned DCTA fixed routes/on-demand response zones
Signal Timing	Along existing or planned DCTA fixed routes/on-demand response zones
Other Intersection improvements	Along existing or planned DCTA fixed routes/on-demand response zones
Street Improvements	Along existing or planned DCTA fixed routes/ on-demand response zones
Shared Parking, Kiss & Ride/Drop-off Zones	Within 500 feet of DCTA stations or facilities
Transit Oriented Development	Planning and site development activities
Transit Adjacent Development	Planning and site development activities
Wayfinding/Placemaking signage	N/A

Note: all improvements should be consistent with approved local and regional plans, including DCTA's Long Range Service Plan

DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

I. POLICY STATEMENT

The Denton County Transportation Authority (DCTA) Transportation Reinvestment Program (TRiP) policy objective is to provide financial assistance to DCTA member cities for transit-supportive projects consistent with and beneficial to DCTA's Long-Range Service Plan goals. TRiP funding will be apportioned to DCTA member cities in proportion to each city's net half-cent sales and use tax collection for the previous fiscal year, as published by the Texas Comptroller's Allocation Payment Detail. Total program funding levels and allocation formula are detailed in Section III. DCTA will distribute funds to member cities for eligible projects consistent with DCTA's enabling legislation, Chapters 431 and 460 of the Texas Transportation Code, and project selection criteria specified in Section V.

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II. SCOPE

TRiP is a five-year policy, with its first funding cycle beginning in 2021. Each year, DCTA will establish TRiP funding levels following an audit of the previous fiscal year's net available balance and in accordance with the TRiP policy. DCTA will issue a call for projects in January of each calendar year. Continuation of the policy beyond the initial five years would require DCTA Board reapproval. In the event the Board does not re-approve subsequent years, the policy will expire after the five-years and any unobligated funds shall revert to DCTA cash reserves.

Commented [AJ1]: Change to January (Gilmore)

Funds will be available to DCTA member cities, including Denton, Highland Village and Lewisville. A municipality which becomes a participating member of DCTA, under the provisions of Section 460.302 Texas Transportation Code, will become an eligible recipient of DCTA TRiP funding in the next fiscal year following collection of a transit sales and use tax.

III. FUNDING

The annual TRiP budget will be equal to 15 percent of DCTA's net available fund balance from the previous fiscal year. In addition, DCTA will authorize a one-time program startup amount of \$2,000,000 to be transferred from the Capital/Infrastructure Reserve to a dedicated TRiP project line within the FY2021 budget. Annual program contributions may be amended as necessary through Board amendment of the TRiP policy.

Funding for each member city will be allocated based on the following formula:

$$= 95\% \times \text{Annual Program Budget} \left(\frac{\text{Individual member city sales tax collection, prior FY}}{\text{Total all member cities sales tax collection, prior FY}} \right)$$

Actual cost up to and not to exceed five percent of the annual program budget shall be set aside for DCTA program administration, including project selection, monitoring and financial reporting, and 95 percent split among member cities proportional to sales and use tax receipts, as estimated by DCTA financial staff, for the previous fiscal year. Prior to award of the TRiP projects, DCTA staff will present anticipated TRiP administrative costs for Board approval. Unspent administrative budget shall be returned to TRiP reserve balances.

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October 29, 2020 Final Draft

DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

Multiple municipalities may pool their allocated amounts to allow more flexibility in financing larger, mutually beneficial projects. Member cities could accrue allocated funds each fiscal year in order to fund a larger project. Funds will remain with DCTA until reimbursements have been made to the member city for an approved project. Unobligated funds designated to each member city may rollover for up to three years.

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Commented [MP3]: @Kristina Holcomb These two sentences seem redundant; I think the first sentence could be removed and the second stay intact.

Commented [TP4R3]: @Marisa Perry Agree. Second sentence deleted.

IV. ELIGIBLE PROJECTS

To be eligible for TRiP funding, a project must be consistent with DCTA's enabling legislation, Chapters 431 and 460 of the Texas Transportation Code, and project selection criteria specified in Section V. Projects funded through inter-local agreement must be authorized under and consistent with the provisions of Texas Local Government Code 791: Interlocal Cooperation Contracts.

A key provision of Chapter 460 regarding DCTA expenditures is that they be consistent with and beneficial to the locally adopted Long-Range Service Plan goals. Projects eligible for TRiP funding should demonstrate support of these formally adopted goals. Eligible projects are shown in **Attachment A**.

In addition to serving Long-Range Service Plan goals, projects eligible for TRiP funding should be clearly defined and financially sound. Well defined capital/expansion projects will facilitate a reliable design-build cost estimate. Cost estimates for maintenance of assets should be based on recent similar maintenance projects or bids/solicitations where available. Planning and preliminary design costs may also be eligible for projects that support DCTA's long range goals.

Eligible project types may be amended as necessary through a DCTA Board amendment of the TRiP policy. Adoption of an updated DCTA Long-Range Service Plan update may trigger Board action if amendments to TRiP project criteria are needed to ensure consistency with updated Long-Range Service Plan goals.

V. PROJECT SELECTION

Eligible member cities must submit a written application for funding. The application shall include, at minimum: a project description, project limits and boundaries, proposed or engineering based capital cost estimates, requested funding amount, identification of additional funding sources (if applicable), proposed schedule for the project, and a description of how the project would support DCTA Long-Range Service Plan goals. A sample project application is provided in *Attachment A*.

Applications will be submitted within 90 days of the DCTA Call for Projects. However, member cities may submit their applications sooner. DCTA staff will have 30 days to review the application to determine minimum project eligibility or request more information. Subsequent to completing the review, if no additional information was requested, the application will be placed on the agenda for the next regularly scheduled DCTA Board of Directors meeting for consideration. Following the review of each application, the DCTA Board will lead the approval and award process.

In subsequent years, should a member city have a project that timing would necessitate an application prior to the call for projects, a city may submit an application for pre-October 29, 2020. Final Draft

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DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

award authority. Any cost difference between the member city's allocated funding for that year and the project cost, would be borne by the member city.

DCTA staff will have 45 days to review the pre-award authority application to determine minimum project eligibility or request more information. Subsequent to completing the review, if no additional information was requested, the application will be placed on the agenda for the next regularly scheduled DCTA Board of Directors meeting for consideration. Following the review of each application, the DCTA Board will lead the approval and award process.

Commented [AJ5]: Expanded to 45 days (per 10.22 board meeting)

At a minimum, projects must meet the following criteria to be eligible for DCTA funding:

- Project limits located primarily within the DCTA service area, the geographic boundaries of DCTA member cities, or within a quarter mile of any A-train Station or DCTA fixed bus route.
 - Projects that extend beyond this area should identify extra-territorial costs and alternate funding sources for the portion of costs not eligible for TRiP funding
- Clear and defensible nexus to DCTA Long-Range Service Plan goals
- Financially Sound
 - Requested capital funding does not exceed the member city's TRiP allocation, or
 - Funding sources have been identified for project costs exceeding the requested amount

In the event a member city submits multiple projects for consideration whose total costs exceed the member city's balance of available funds, additional project criteria may be considered to narrow the selection. These additional criteria may include percent cost sharing, ability to leverage additional federal funding, project timeframe, and demonstrated ability to meet multiple Long-Range Service Plan goals. Projects meeting minimum selection criteria may be deferred to a future year in the event of funding limitations.

VI. DISBURSEMENT

Based on the requested funding amount and as part of the Board approval packet, DCTA staff will recommend a schedule for TRiP funding disbursement which may be lump sum, quarterly, or annually.

Once approved by the DCTA Board, the approved funding becomes programmed to the project. That programmed amount is deducted from the available apportionment as an obligation. Funds will be allocated in accordance with the approved schedule, including lump-sum, quarterly or annually. In no case, will disbursements be made until the project eligibility requirements have been met and formal approval by the DCTA Board has been made. DCTA disbursement of payment to member cities for eligible project expenses will occur after an expense has been incurred as a reimbursement.

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DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

submitted on an annual basis (consistent with recommended disbursement schedule), and will include:

- Project identifier
- Approved project budget
- TRiP funds programmed for the project
- Expenses incurred
- Percentage completion

At project completion, in the event that final project accounting or audit reveals that TRiP funding was not expended in a manner consistent with program requirements, or that the final project cost was less than the approved TRiP funding, those unspent funds shall be returned to DCTA and remain available in the apportionment for reprogramming to the eligible city. Unspent dollars shall be available to the eligible city up to three years for reprogramming and will be in addition to, any future allotments.

DCTA does not assume or incur any liability, obligation or financial responsibility for a contract between an eligible city and a contractor, employee or agent for an approved project or any liability for a result, occurrence, injury or damages resulting from or caused, directly or indirectly, by an approved project.

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VII. PERFORMANCE EVALUATION AND REPORTING

Eligible cities shall maintain accurate books and records of all approved projects. Cities will maintain separate records for each approved project including project budgets, budget amendments, revised budget balances, expenditures to date, change orders, cost to complete, and TRiP funding received to date. DCTA maintains the right to audit a city's books to ensure that TRiP funding is applied in accordance with the program criteria. Cities also maintain the right to audit DCTA's books to ensure that the funding allocations and disbursements are in accordance with these guidelines and other applicable laws.

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DCTA may **reconfirm** performance goals (established in coordination with the member cities) intended to demonstrate the project's ability to support Long-Range Service Plan goals. DCTA will report quarterly to the Board on the status of the TRiP fund, including amounts apportioned, amounts programmed, amounts disbursed to member cities, and the amount remaining for each city. Quarterly staff reports will also include a summary of significant milestones and performance goals.

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"evaluate" – maybe word should be "reconfirm"
-remove the upon completion of a project

VIII. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the project selection process shall refrain from personal business activity that could conflict with the proper execution and management of the TRiP or that could impair the ability to make impartial decisions. Employees and

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October 29, 2020 Final Draft

**DENTON COUNTY TRANSPORTATION AUTHORITY
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

Board members shall disclose any material interests potentially affected by any of the projects submitted.

Procedures when identifying a potential conflict of interest will comply with Chapter 171 of Texas Local Government Code regarding conflicts of interest. If an officer or employee involved in the project selection process has a substantial interest in a business entity or in real property, that person must file an affidavit stating the nature and extent of the interest and abstain from further participation.¹

IX. SUBJECT TO AUDIT

DCTA shall establish a system of written internal controls which will be reviewed annually with the independent auditor of DCTA. The controls shall be designed to prevent loss of public funds due to error, misrepresentation, or oversight. A formal annual review of these internal controls as well as disbursements and receipts associated with the Transportation Reinvestment Program will be performed by an independent auditor. Results of the audit shall be reported to the Board.

¹ Legal exceptions and situations not requiring abstention should be reviewed and documented with DCTA counsel.
October 29, 2020 Final Draft

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DENTON COUNTY TRANSPORTATION AUTHORITY
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

ATTACHMENT A – SAMPLE PROJECT APPLICATION

PROJECT NAME:

PROJECT SPONSOR: ☐ Denton ☐ Lewisville ☐ Highland Village

PROJECT DESCRIPTION:

GEOGRAPHIC LIMITS/BOUNDARIES:

REQUEST FOR CAPITAL

LEVEL OF DESIGN:

PROJECT COST:

FUNDING REQUEST:

ESTIMATED PROJECT COMPLETION DATE:

ADDITIONAL INFORMATION:

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DENTON COUNTY TRANSPORTATION AUTHORITY
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

IN THE SECTION BELOW, PLEASE INDICATE HOW THE PROPOSED PROJECT
SUPPORTS DCTA LONG-RANGE SERVICE PLAN GOALS

<input type="checkbox"/> Increase service efficiency and reliability	
<input type="checkbox"/> Increase service effectiveness for DCTA customer	
<input type="checkbox"/> Increase the visibility and elevate the image of DCTA	
<input type="checkbox"/> Expand DCTA services into areas where transit has a strong likelihood of success	
<input type="checkbox"/> Coordinate with regional transportation providers	
<input type="checkbox"/> Pair transit facilities to existing and planned transit-supportive development	
<input type="checkbox"/> Advocate sustainable development practices that support transit	
<input type="checkbox"/> Strive for financial excellence by maintaining fiscally sound and sustainable financial plans and budgets that reflect community priorities and values	

THIS SECTION TO BE COMPLETED BY DCTA STAFF

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**DENTON COUNTY TRANSPORTATION AUTHORITY
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

Transportation Reinvestment Program Project Identifier: _____

☐ Meets minimum project eligibility requirements

☐ Multiple project selection

Rank: _____

Initial Member City Transportation Reinvestment Program Balance: _____

Recommended Project FY _____ Programmed Amount: _____

Remaining Member City Balance: _____

Recommended Disbursement Schedule:

☐ Lump Sum

☐ Quarterly

☐ Monthly

☐ As defined through Inter-local Agreement

PLEASE ATTACH PROJECT COST BACKUP. ACCEPTABLE COST BACKUP FOR CAPITAL PROJECTS INCLUDES PROJECT DRAWINGS, DESIGN SHEETS, COST WORKBOOK, OR BID SHEET. FOR SERVICE REQUESTS, PLEASE INCLUDE A SUMMARY OF DISCUSSIONS WITH DCTA SERVICE PLANNING STAFF OR AN ESTIMATE FROM AN ALTERNATE TRANSPORTATION SERVICE PROVIDER.

**DENTON COUNTY TRANSPORTATION AUTHORITY
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

ATTACHMENT A

Improvement Type	Restrictions
Transit Stop Amenities	Along existing or planned DCTA fixed routes
Sidewalks	<u>Within one mile and/or along</u> existing or planned DCTA fixed routes/demand response zones
Crosswalks/Median Island	<u>Within one mile and/or of</u> planned DCTA fixed routes/demand response zones
Bike/Ped Trail Connections	Provides connection to existing or planned transit network
Bus Bulb Out/Turning Pocket	N/A
Transit Lane	N/A
Bike Lane (on-street)	N/A
Other Lane reconfiguration	Must serve a transit-related purpose
Traffic Calming	N/A
Landscaping/streetscaping	Along existing or planned route DCTA fixed routes/on-demand response zones
Street lighting/ Other public safety improvements	Along existing or planned DCTA fixed routes/on-demand response zones
Transit Signal Priority (TSP)	Along existing or planned DCTA fixed routes/on-demand response zones
Signal Timing	Along existing or planned DCTA fixed routes/on-demand response zones
Other Intersection improvements	Along existing or planned DCTA fixed routes/on-demand response zones
Street Improvements	Along existing or planned DCTA fixed routes/ on-demand response zones
Shared Parking, Kiss & Ride/Drop-off Zones	Within 500 feet of DCTA stations or facilities
Transit Oriented Development	Planning and site development activities
Transit Adjacent Development	Planning and site development activities
Wayfinding/Placemaking signage	N/A

Note: all improvements should be consistent with approved local and regional plans, including DCTA's Long Range Service Plan

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Commented [AJ9]: Updated based off of Gilmore's comments to add 1 mile for crosswalks and sidewalks.

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Item 3: Consider Approval of the Transportation Reinvestment Program (TRiP) Policy

Changes From October Board Meeting

- Initiation of annual call for projects from member cities in January of each calendar year.
- Establishment of a five percent cap on DCTA program administration
- Pre-award authority review period expanded to 45 days
- Deleted language defining TRiP funding as subordinate to debt service
- Included language to ensure that crosswalks and sidewalks within one-mile of DCTA routes/demand response zones are eligible for TRiP funding

Additional Questions & Discussion



Board of Directors Memo

November 12, 2020

SUBJECT: Consider Approval of Spring 2021 University of North Texas (UNT) Service Changes

Background

The University of North Texas (UNT) contracts with DCTA to provide on-campus and off-campus transit services. Service delivery is coordinated each year to determine service levels to support students, faculty and staff based on on-campus housing and overall enrollment. The agreed-upon service delivery is then tweaked for each semester – fall, spring and summer. Annual and semester coordination of service levels allows DCTA to ensure that operators and designated fleet are assigned for the purpose of service delivery.

Identified Need

UNT has identified necessary service levels for the Spring 2021 semester. The information provided in the packet details the service delivery requested, which is fully aligned with the annual service delivery agreement between UNT and DCTA.

The recommended service level for the Spring 2021 semester is identical to the service level that was approved by the DCTA Board of Directors for the Fall 2020 semester.

Financial Impact

Total cost of service for the fall 2020, spring 2021 and summer 2021 semesters is \$2,489,470.41 for a total of 32,887.17 service hours, capital reimbursement, fuel, the Connect Access fee and the late-night Lyft service. A breakdown of the 20/21 budget can be found in Exhibit 2.

The FY '21 budget accommodates the recommended Spring 2021 service level, and is fully aligned with the annual service delivery agreement between UNT and DCTA for the 20/21 school year.

Recommendation

DCTA staff is recommending approval of the Spring 2021 UNT service levels as detailed within the board packet.

Exhibits

Exhibit 1: DCTA Service Change Overview

Exhibit 2: Spring 2021 UNT Service Change Overview

Submitted By:

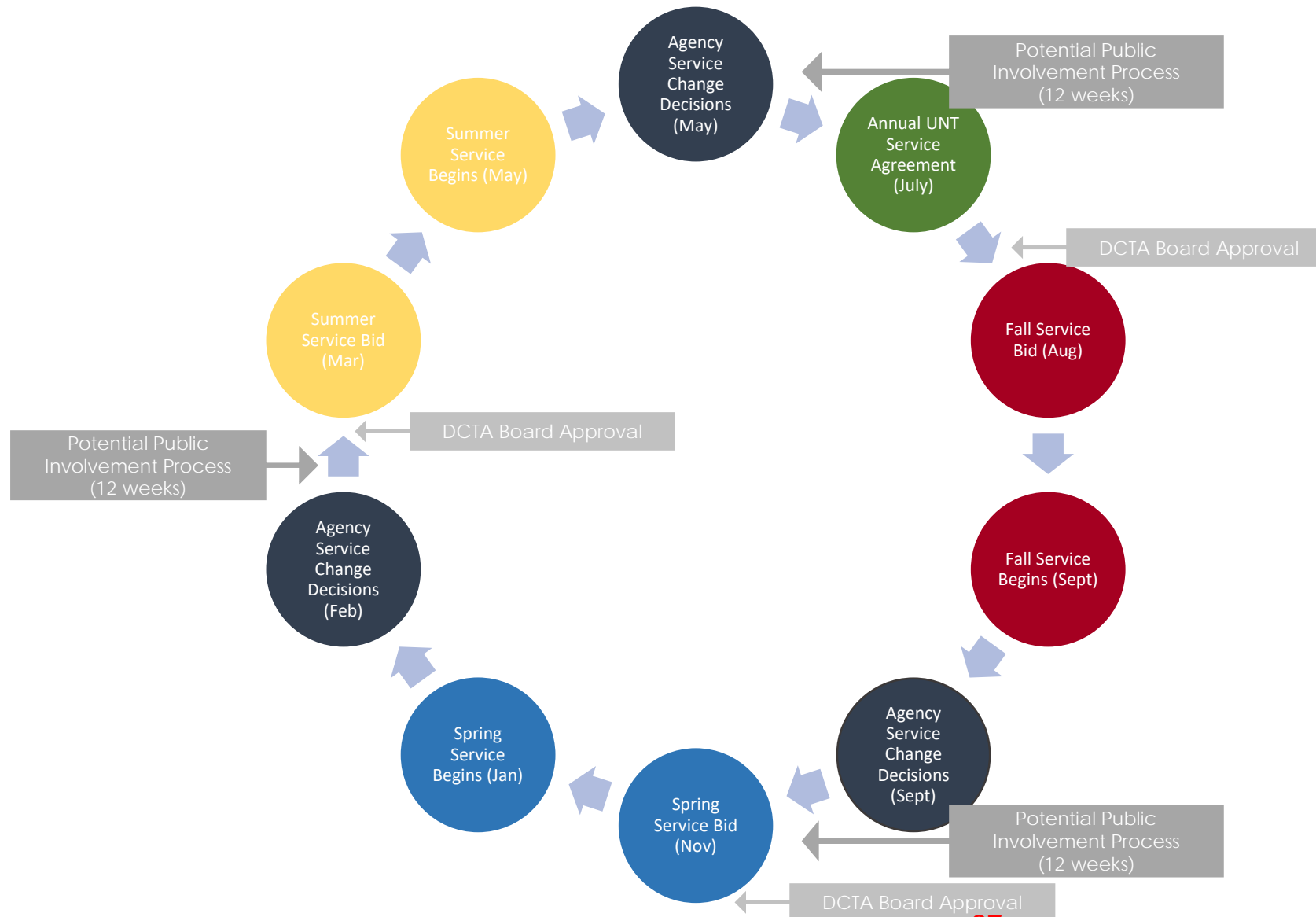
Nicole Recker, VP of Mobility Services and Administration

Approval:

Raymond Suarez, CEO

DCTA Service Change Overview

Regular Item 4, Exhibit 1



Notes of Interest:

- CBA requires a minimum of three (3) bids per year
- Providing multiple bids allows operators to adjust their schedule as needed rather than operating a static annual schedule
- Multiple bids allows NTMC to scale operator staff up and/or down based on service delivery needs
- Multiple bids allows DCTA to launch innovative service strategies throughout the year



PROPOSED:
Spring 2021 University of North Texas (UNT) Service Changes
DCTA Board of Directors Meeting – November 12, 2020

SPRING 2021 UNT SERVICE OVERVIEW



Current Service Delivery



- Currently operate 11 fixed routes and one Lyft on-demand zone
- Operates Monday through Friday with Mean Green Night Rider and Mean Green Plus service on nights and weekends
- Limited summer service is available mid-May through late-August (based on official school schedule)

SPRING 2021 UNT BUDGET DETAILS



20/21 Budget Details

Total Cost of Service: \$2,489,470.41

- Fall 2020, Spring 2021 and Summer 2021
- 32,887.17 service hours

UNT's 20/21 Transportation Budget: \$2.9M

- \$2.4M – Fiscal Year Operating Budget
- \$500K – Fiscal Year CARES Act Budget

Outline of Costs:

- Service Hours + Capital = \$2,072,485.88
- Fuel = \$295,984.53
- Connect Access Fee = \$49,000
- Late-Night Lyft Service = \$72,000

SPRING 2021 UNT SERVICE ROUTE DETAILS



Parking Express Fouts Field (PEFF)



Parking Express Fouts Field | PEFF I81 (Monday-Friday / Lunes-Viernes)

Inbound to Union Transfer / Hacia Union Transfer

Parking Express Fouts Transfer	
①	
AM	7:15
	7:45
	8:15
	8:45
	9:15
PM	9:45
	10:15
	10:45
	11:15
	11:45
	12:15
	12:45
	1:15
	1:45
	2:15
	2:45
	3:15

Outbound to Fouts Transfer / Salida hacia Fouts Transfer

Parking Express Union Transfer	
②	
AM	7:33
	8:03
	8:33
	9:03
	9:33
PM	10:03
	10:33
	11:03
	11:33
	12:03
	12:33
	1:03
	1:33
	2:03
	2:33
	3:03
	3:33

- Operates one (1) bus from 7:15 a.m. until 3:30 p.m. each scheduled weekday
- Frequency of 30 minutes

Parking Express Victory Hall (PEVH)



Parking Express Victory Hall | PEVH 181 (Monday-Friday / Lunes-Viernes)

Inbound to Union Transfer / Hacia Union Transfer

Victory Hall	
1	
AM	7:05
	7:35
	8:05
	8:35
	9:05
	9:35
	10:05
	10:35
	11:05
	11:35
PM	12:05
	12:35
	1:05
	1:35
	2:05
	2:35
	3:05

Outbound to Victory Hall / Salida hacia Victory Hall

Parking Express Union Transfer	
2	
AM	7:22
	7:52
	8:22
	8:52
	9:22
	9:52
	10:22
	10:52
	11:22
	11:52
PM	12:22
	12:52
	1:22
	1:52
	2:22
	2:52
	3:22

- Operates one (1) bus from 7:05 a.m. until 3:22 p.m. each scheduled weekday
- Frequency of 30 minutes

Mean Green (MG)



Mean Green | MG III (Monday-Friday / Lunes-Viernes)

	Union Transfer	Kerr Hall/BLB	Maple Hall	Honors Hall	Fouts Field Transfer	Pohl Recreation Center	College Inn/EESAT	GAB
	1	2	3	4	5	6	7	8
AM	6:56	7:00	7:01	7:03	7:05	7:07	7:09	7:10
	7:21	7:25	7:26	7:28	7:30	7:32	7:34	7:35
	7:46	7:50	7:51	7:53	7:55	7:57	7:59	8:00
	8:11	8:15	8:16	8:18	8:20	8:22	8:24	8:25
	8:36	8:40	8:41	8:43	8:45	8:47	8:49	8:50
	9:01	9:05	9:06	9:08	9:10	9:12	9:14	9:15
	9:26	9:30	9:31	9:33	9:35	9:37	9:39	9:40
	9:51	9:55	9:56	9:58	10:00	10:02	10:04	10:05
	10:16	10:20	10:21	10:23	10:25	10:27	10:29	10:30
	10:41	10:45	10:46	10:48	10:50	10:52	10:54	10:55
	11:06	11:10	11:11	11:13	11:15	11:17	11:19	11:20
	11:31	11:35	11:36	11:38	11:40	11:42	11:44	11:45
PM	11:56	12:00	12:01	12:03	12:05	12:07	12:09	12:10
	12:21	12:25	12:26	12:28	12:30	12:32	12:34	12:35
	12:46	12:50	12:51	12:53	12:55	12:57	12:59	1:00
	1:11	1:15	1:16	1:18	1:20	1:22	1:24	1:25
	1:36	1:40	1:41	1:43	1:45	1:47	1:49	1:50
	2:01	2:05	2:06	2:08	2:10	2:12	2:14	2:15
	2:26	2:30	2:31	2:33	2:35	2:37	2:39	2:40
	2:51	2:55	2:56	2:58	3:00	3:02	3:04	3:05
	3:16	3:20	3:21	3:23	3:25	3:27	3:29	3:30
	3:41	3:45	3:46	3:48	3:50	3:52	3:54	3:55
	4:06	4:10	4:11	4:13	4:15	4:17	4:19	4:20
	4:31	4:35	4:36	4:38	4:40	4:42	4:44	4:45
	4:56	5:00	5:01	5:03	5:05	5:07	5:09	5:10

- Operates one (1) bus from 7 a.m. until 5:10 p.m. each scheduled weekday
- Frequency of 20 minutes peak and 30 minutes non-peak

North Texan (NT)



North Texan NT 121 (Monday-Friday / Lunes-Viernes)			
Fouts Field (Departs)	UNT Annex	University Uptown	EB Hickory at Ave H
1	2	3	4
7:10	7:18	7:22	7:23
7:21	7:29	7:33	7:34
7:32	7:40	7:44	7:45
7:43	7:51	7:55	7:56
7:54	8:02	8:06	8:07
8:05	8:13	8:17	8:18
8:16	8:24	8:28	8:29
8:27	8:35	8:39	8:40
8:38	8:46	8:50	8:51
8:49	8:57	9:01	9:02
9:00	9:08	9:12	9:13
9:11	9:19	9:23	9:24
9:22	9:30	9:34	9:35
9:33	9:41	9:45	9:46
9:44	9:52	9:56	9:57
9:55	10:03	10:07	10:08
10:06	10:14	10:18	10:19
10:17	10:25	10:29	10:30
10:28	10:36	10:40	10:41
10:39	10:47	10:51	10:52
10:50	10:58	11:02	11:03
11:00	11:08	11:12	11:14
11:21	11:29	11:33	11:35
11:42	11:50	11:54	11:56
12:03	12:11	12:15	12:17
12:24	12:32	12:36	12:38
12:45	12:53	12:57	12:59
1:06	1:14	1:18	1:20
1:27	1:35	1:39	1:41
1:48	1:56	2:00	2:02
2:09	2:17	2:21	2:23
2:30	2:38	2:42	2:44
2:51	2:59	3:03	3:05
3:12	3:20	3:24	3:26
3:33	3:41	3:45	3:47
3:54	4:02	4:06	4:08
4:15	4:23	4:27	4:29
4:36	4:44	4:48	4:50
4:57	5:05	5:09	5:11

- Operates one (1) bus from 7:10 a.m. until 5 p.m. each scheduled weekday
- This route also includes one (1) morning peak vehicles that will provide additional service from 7 a.m. until 11 a.m., Monday through Friday on scheduled days
- Frequency
 - 11 minutes from 7 a.m. until 11 a.m.
 - 21 minutes from 11 a.m. until 5 p.m.

Eagle Point (EP)

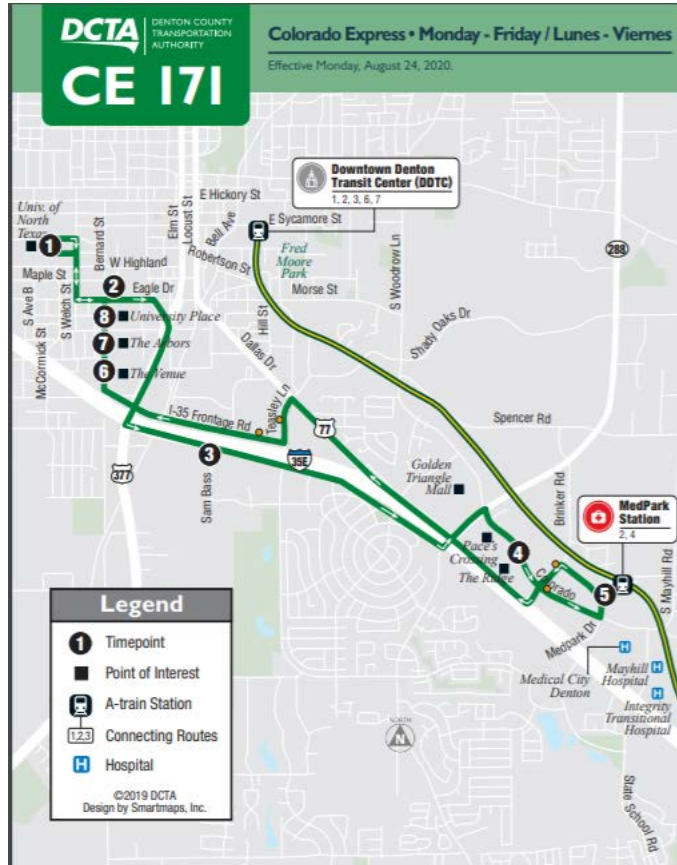


Eagle Point | EP 131 (Monday-Friday / Lunes-Viernes)

Outbound to Victory Hall / Salida hacia Victory Hall			Inbound to Union Transfer / Hacia Union Transfer				
Union Transfer	Kerr Hall/ BLB	Maple Hall	Victory Hall	Fouts Field Transfer	Pohl Recreation Center	College Inn/EESAT	GAB
1	2	3	4	5	6	7	8
7:23	7:26	7:27	7:36	7:43	7:45	7:47	7:48
7:58	8:01	8:02	8:11	8:18	8:20	8:22	8:23
8:33	8:36	8:37	8:46	8:53	8:55	8:57	8:58
9:08	9:11	9:12	9:21	9:28	9:30	9:32	9:33
9:43	9:46	9:47	9:56	10:03	10:05	10:07	10:08
10:18	10:21	10:22	10:31	10:38	10:40	10:42	10:43
10:53	10:56	10:57	11:06	11:13	11:15	11:17	11:18
11:28	11:31	11:32	11:41	11:48	11:50	11:52	11:53
12:03	12:06	12:07	12:16	12:23	12:25	12:27	12:28
12:38	12:41	12:42	12:51	12:58	1:00	1:02	1:03
1:13	1:16	1:17	1:26	1:33	1:35	1:37	1:38
1:48	1:51	1:52	2:01	2:08	2:10	2:12	2:13
2:23	2:26	2:27	2:36	2:43	2:45	2:47	2:48
2:58	3:01	3:02	3:11	3:18	3:20	3:22	3:23
3:33	3:36	3:37	3:46	3:53	3:55	3:57	3:58
4:08	4:11	4:12	4:21	4:28	4:30	4:32	4:33
4:43	4:46	4:47	4:56	5:03	5:05	5:07	5:08
5:16	5:20	5:22	5:31	5:38	5:40	5:42	5:43

- Operates one (1) bus from 7:23 a.m. until 5:43 p.m. each scheduled weekday
- Frequency of 30 minutes

Colorado Express (CE)



Colorado Express | CE 171 (Monday-Friday / Lunes-Viernes)

Outbound to The Ridge / Salida hacia The Ridge

Union Transfer	EB Eagle at Bernard St	I-35 E Frontage at Sam Bass
1	2	3
7:00	7:02	7:07
7:22	7:24	7:29
7:44	7:46	7:51
8:06	8:08	8:13
8:28	8:30	8:35
8:50	8:52	8:57
9:12	9:14	9:19
9:34	9:36	9:41
9:56	9:58	10:03
10:18	10:20	10:25
10:40	10:42	10:47
11:02	11:04	11:09
11:24	11:26	11:31
11:46	11:48	11:53
12:09	12:11	12:16
12:54	12:56	1:01
1:39	1:41	1:46
2:24	2:26	2:31
3:09	3:11	3:16
3:54	3:56	4:01
4:39	4:41	4:46

Inbound to Union Transfer / Hacia Union Transfer

The Ridge	MedPark Station	The Venue (Bernard St)	The Arbors	University Place
4	5	6	7	8
7:20	7:23	7:37	7:37	7:38
7:42	7:45	7:59	7:59	8:00
8:04	8:07	8:21	8:21	8:22
8:26	8:29	8:43	8:43	8:44
8:48	8:51	9:05	9:05	9:06
9:10	9:13	9:27	9:27	9:28
9:32	9:35	9:49	9:49	9:50
9:54	9:57	10:11	10:11	10:12
10:16	10:19	10:33	10:33	10:34
10:38	10:41	10:55	10:55	10:56
11:00	11:03	11:17	11:17	11:18
11:22	11:25	11:39	11:39	11:40
11:44	11:47	12:01	12:01	12:02
12:06	12:09	12:23	12:23	12:24
12:29	12:32	12:46	12:46	12:47
1:14	1:17	1:31	1:31	1:32
1:59	2:02	2:16	2:16	2:17
2:44	2:47	3:01	3:01	3:02
3:29	3:32	3:46	3:46	3:47
4:14	4:17	4:31	4:31	4:32
4:59	5:02	5:16	5:16	5:17

- Operates one (1) bus from 7 a.m. until 5:17 p.m. each scheduled weekday
- This route will also include one (1) morning peak vehicle that will provide additional service from 7 a.m. until 11 a.m., Monday through Thursday on scheduled days

Centre Place (CP)



Centre Place CP 151 (Monday-Friday / Lunes-Viernes)					
Inbound to Union Transfer / Hacia Union Transfer			Outbound to The Forum / Salida hacia The Forum		
The Forum/Republic	Castle Rock	The Arch	Union Transfer	NB I35E Frontage Rd at Point Bank	14 Fifty One
1	2	3	4	5	6
7:00	7:02	7:05	7:19	7:27	7:28
7:08	7:10	7:13	7:27	7:35	7:36
7:16	7:18	7:21	7:35	7:43	7:44
7:24	7:26	7:29	7:43	7:51	7:52
7:32	7:34	7:37	7:51	7:59	8:00
7:40	7:42	7:45	7:59	8:07	8:08
7:48	7:50	7:53	8:07	8:15	8:16
7:56	7:58	8:01	8:15	8:23	8:24
8:04	8:06	8:09	8:23	8:31	8:32
8:12	8:14	8:17	8:31	8:39	8:40
8:20	8:22	8:25	8:39	8:47	8:48
8:28	8:30	8:33	8:47	8:55	8:56
8:36	8:38	8:41	8:55	9:03	9:04
8:44	8:46	8:49	9:03	9:11	9:12
8:52	8:54	8:57	9:11	9:19	9:20
9:00	9:02	9:05	9:19	9:27	9:28
9:08	9:10	9:13	9:27	9:35	9:36
9:16	9:18	9:21	9:35	9:43	9:44
9:24	9:26	9:29	9:43	9:51	9:52
9:32	9:34	9:37	9:51	9:59	10:00
9:40	9:42	9:45	9:59	10:07	10:08
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9:56	9:58	10:01	10:15	10:23	10:24
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10:12	10:14	10:17	10:31	10:39	10:40
10:20	10:22	10:25	10:39	10:47	10:48
10:28	10:30	10:33	10:47	10:55	10:56
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10:44	10:46	10:49	11:03	11:11	11:12
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11:16	11:18	11:21	11:35	11:43	11:44
11:24	11:26	11:29	11:43	11:51	11:52
11:32	11:34	11:37	11:51	11:59	12:00
11:40	11:42	11:45	11:59	12:07	12:08
11:48	11:50	11:53	12:07	12:15	12:16
11:56	11:58	12:01	12:15	12:23	12:24
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1:24	1:26	1:29	1:43	1:51	1:52
1:32	1:34	1:37	1:51	1:59	2:00
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1:48	1:50	1:53	2:07	2:15	2:16
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4:44	4:46	4:49	5:03	5:11	5:12
4:52	4:54	4:57	5:11	5:19	5:20
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5:24	5:26	5:29	5:43	5:51	5:52
5:32	5:34	5:37	5:51	5:59	6:00
5:40	5:42	5:45	5:59	6:07	6:08
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5:56	5:58	6:01	6:15	6:23	6:24
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6:36	6:38	6:41	6:55	7:03	7:04
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12:04	12:06	12:09	12:23	12:31	12:32
12:12	12:14	12:17	12:31	12:39	12:40
12:20	12:22	12:25	12:39	12:47	12:48
12:28	12:30	12:33	12:47	12:55	12:56
12:36	12:38	12:41	12:55	1:03	1:04
12:44	12:46	12:49	1:03	1:11	1:12
12:52	12:54	12:57	1:11	1:19	1:20
1:00	1:02	1:05	1:19	1:27	1:28
1:08	1:10	1:13	1:27	1:35	1:36
1:16	1:18	1:21	1:35	1:43	1:44
1:24	1:26	1:29	1:43	1:51	1:52
1:32	1:34	1:37	1:51	1:59	2:00
1:40	1:42	1:45	1:59	2:07	2:08
1:48	1:50	1:53	2:07	2:15	2:16
1:56	1:58	2:01	2:15	2:23	2:24
2:04	2:06	2:09	2:23	2:31	2:32
2:12	2:14	2:17	2:31	2:39	2:40
2:20	2:22	2:25	2:39	2:47	2:48
2:28	2:30	2:33	2:47	2:55	2:56
2:36	2:38	2:41	2:55	3:03	3:04
2:44	2:46	2:49	3:03	3:11	3:12
2:52	2:54	2:57	3:11	3:19	3:20
3:00	3:02	3:05	3:19	3:27	3:28
3:08	3:10	3:13	3:27	3:35	3:36
3:16	3:18	3:21	3:35	3:43	3:44
3:24	3:26	3:29	3:43	3:51	3:52
3:32	3:34	3:37	3:51	3:59	4:00
3:40	3:42	3:45	3:59	4:07	4:08
3:48	3:50	3:53	4:07	4:15	4:16
3:56	3:58	4:01	4:15	4:23	4:24
4:04	4:06	4:09	4:23	4:31	4:32
4:12	4:14	4:17	4:31	4:39	4:40
4:20	4:22	4:25	4:39	4:47	4:48
4:28	4:30	4:33	4:47	4:55	4:56
4:36	4:38	4:41	4:55	5:03	5:04
4:44	4:46	4:49	5:03	5:11	5:12
4:52	4:54	4:57	5:11	5:19	5:20
5:00	5:02	5:05	5:19	5:27	5:28
5:08	5:10	5:13	5:27	5:35	5:36
5:16	5:18	5:21	5:35	5:43	5:44
5:24	5:26	5:29	5:43	5:51	5:52
5:32	5:34	5:37	5:51	5:59	6:00
5:40	5:42	5:45	5:59	6:07	6:08
5:48	5:50	5:53	6:07	6:15	6:16
5:56	5:58	6:01	6:15	6:23	6:24
6:04	6:06	6:09	6:23	6:31	6:32
6:12	6:14	6:17	6:31	6:39	6:40
6:20	6:22	6:25	6:39	6:47	6:48
6:28	6:30	6:33	6:47	6:55	6:56
6:36	6:38	6:41	6:55	7:03	7:04
6:44	6:46	6:49	7:03	7:11	7:12
6:52	6:54	6:57	7:11	7:19	7:20
7:00	7:02	7:05	7:19	7:27	7:28
7:08	7:10	7:13	7:27	7:35	7:36
7:16	7:18	7:21	7:35	7:43	7:44
7:24	7:26	7:29	7:43	7:51	7:52
7:32	7:34	7:37	7:51	7:59	8:00
7:40	7:42	7:45	7:59	8:07	8:08
7:48	7:50	7:53	8:07	8:15	8:16
7:56	7:58	8:01	8:15	8:23	8:24
8:04	8:06	8:09	8:23	8:31	8:32
8:12	8:14	8:17	8:31	8:39	8:40
8:20	8:22	8:25	8:39	8:47	8:48
8:28	8:30	8:33	8:47	8:55	8:56
8:36	8:38	8:41	8:55	9:03	9:04
8:44	8:46	8:49	9:03	9:11	9:12
8:52	8:54	8:57	9:11	9:19	9:20
9:00	9:02	9:05	9:19	9:27	9:28
9:08	9:10	9:13	9:27	9:35	9:36
9:16	9:18	9:21	9:35	9:	

Discovery Park (DP)



Discovery Park | DP I41 (Monday-Friday / Lunes-Viernes)

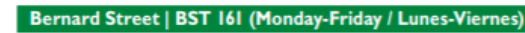
Outbound to Discovery Park / Salida hacia Discovery Park

Union Transfer	WB Oak at Thomas	NB Bonnie Brae at University
1	2	3
7:00	7:04	7:07
7:13	7:17	7:20
7:26	7:30	7:33
7:39	7:43	7:46
7:52	7:56	7:59
8:05	8:09	8:12
8:18	8:22	8:25
8:31	8:35	8:38
8:44	8:48	8:51
8:55	8:59	9:02
9:00	9:04	9:07
9:10	9:14	9:17
9:20	9:24	9:27
9:30	9:34	9:37
9:40	9:44	9:47
9:50	9:54	9:57
10:00	10:04	10:07
10:10	10:14	10:17
10:20	10:24	10:27
10:30	10:34	10:37
10:40	10:44	10:47
10:50	10:54	10:57
11:00	11:04	11:07
11:10	11:14	11:17
11:20	11:24	11:27
11:30	11:34	11:37
11:40	11:44	11:47
11:50	11:54	11:57
12:00	12:04	12:07
12:10	12:14	12:17
12:20	12:24	12:27
12:30	12:34	12:37
12:40	12:44	12:47
12:50	12:54	12:57
1:00	1:04	1:07
1:10	1:14	1:17
1:20	1:24	1:27
1:30	1:34	1:37
1:40	1:44	1:47
1:50	1:54	1:57
2:00	2:04	2:07
2:10	2:14	2:17
2:20	2:24	2:27
2:30	2:34	2:37
2:40	2:44	2:47
2:50	2:54	2:57
3:05	3:09	3:12
3:18	3:22	3:25
3:31	3:35	3:38
3:44	3:48	3:51
3:57	4:01	4:04
4:10	4:14	4:17
4:23	4:27	4:30
4:36	4:40	4:43
4:49	4:53	4:56
5:02	5:06	5:09
5:15	5:19	5:22
5:28	5:32	5:35
5:41	5:45	5:48
5:54	5:58	6:01
6:07	6:11	6:14
6:20	6:24	6:27
6:33	6:37	6:40
6:46	6:50	6:53
6:59	7:03	7:06
7:12	7:16	7:19
7:25	7:29	7:32
7:38	7:42	7:45
7:51	7:55	7:58
8:04	8:08	8:11
8:17	8:21	8:24
8:30	8:34	8:37
8:43	8:47	8:50
8:56	9:00	9:03
9:09	9:13	9:16

Inbound to Union Transfer / Hacia Union Transfer

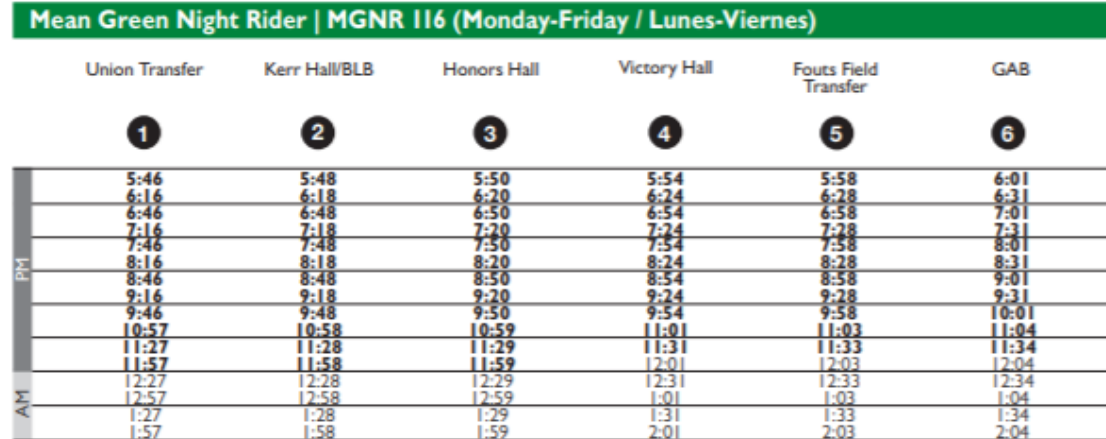
Discovery Park (Main)	SB Bonnie Brae at University	EB Hickory at Ave G	GAB
4	3	5	6
7:19	7:26	7:30	7:33
7:32	7:39	7:43	7:46
7:45	7:52	7:56	7:59
7:58	8:05	8:09	8:12
8:11	8:18	8:22	8:25
8:24	8:31	8:35	8:38
8:37	8:44	8:48	8:51
8:50	8:57	9:01	9:04
9:03	9:10	9:14	9:17
9:12	9:19	9:23	9:26
9:19	9:26	9:30	9:33
9:29	9:36	9:40	9:43
9:39	9:46	9:50	9:53
9:49	9:56	10:00	10:03
9:59	10:06	10:10	10:13
10:09	10:16	10:20	10:23
10:19	10:26	10:30	10:33
10:29	10:36	10:40	10:43
10:39	10:46	10:50	10:53
10:49	10:56	11:00	11:03
10:59	11:06	11:10	11:13
11:09	11:16	11:20	11:23
11:19	11:26	11:30	11:33
11:29	11:36	11:40	11:43
11:39	11:46	11:50	11:53
11:49	11:56	12:00	12:03
11:59	12:06	12:10	12:13
12:09	12:16	12:20	12:23
12:19	12:26	12:30	12:33
12:29	12:36	12:40	12:43
12:39	12:46	12:50	12:53
12:49	12:56	1:00	1:03
12:59	1:06	1:10	1:13
1:09	1:16	1:20	1:23
1:19	1:26	1:30	1:33
1:29	1:36	1:40	1:43
1:39	1:46	1:50	1:53
1:49	1:56	2:00	2:03
1:59	2:06	2:10	2:13
2:09	2:16	2:20	2:23
2:19	2:26	2:30	2:33
2:29	2:36	2:40	2:43
2:39	2:46	2:50	2:53
2:49	2:56	3:00	3:03
2:59	3:06	3:10	3:13
3:09	3:16	3:20	3:23
3:19	3:26	3:30	3:33
3:29	3:36	3:40	3:43
3:39	3:46	3:50	3:53
3:49	3:56	4:00	4:03
3:59	4:06	4:10	4:13
4:09	4:16	4:20	4:23
4:19	4:26	4:30	4:33
4:29	4:36	4:40	4:43
4:39	4:46	4:50	4:53
4:49	4:56	5:00	5:03
4:59	5:06	5:10	5:13
5:09	5:16	5:20	5:23
5:19	5:26	5:30	5:33
5:29	5:36	5:40	5:43
5:39	5:46	5:50	5:53
5:49	5:56	6:00	6:03
5:59	6:06	6:10	6:13
6:09	6:16	6:20	6:23
6:19	6:26	6:30	6:33
6:29	6:36	6:40	6:43
6:39	6:46	6:50	6:53
6:49	6:56	7:00	7:03
6:59	7:06	7:10	7:13
7:09	7:16	7:20	7:23
7:19	7:26	7:30	7:33
7:29	7:36	7:40	7:43
7:39	7:46	7:50	7:53
7:49	7:56	8:00	8:03
7:59	8:06	8:10	8:13
8:09	8:16	8:20	8:23
8:19	8:26	8:30	8:33
8:29	8:36	8:40	8:43
8:39	8:46	8:50	8:53
8:49	8:56	9:00	9:03

- Operates three (3) buses from 7 a.m. until 5 p.m. each scheduled weekday
- This route also includes:
 - One (1) mid-day peak vehicle that provides additional service from 9 a.m. until 3 p.m., Monday through Friday on scheduled days
 - Extended evening service that operates one (1) bus until 9 p.m. Monday through Friday on scheduled days
- Frequency
 - 12 minutes from 7 a.m. until 9 a.m.
 - 9 minutes from 9 a.m. until 3 p.m.
 - 12 minutes from 3 p.m. until 5 p.m.



Outbound to The Gateway / Hacia The Gateway		Inbound to Union Transfer / Salida hacia Union Transfer			
Union Transfer	EB Eagle at Bernard	The Gateway at Denton	The Venue (Bernard St)	The Arbors	University Place
①	②	③	④	⑤	⑥
7:00	7:04	7:05	7:10	7:11	7:12
7:10	7:14	7:14	7:20	7:21	7:22
7:20	7:24	7:25	7:30	7:31	7:32
7:30	7:34	7:35	7:40	7:41	7:42
7:40	7:44	7:45	7:50	7:51	7:52
7:50	7:54	7:55	8:00	8:01	8:02
8:00	8:04	8:05	8:10	8:11	8:12
8:10	8:14	8:15	8:20	8:21	8:22
8:20	8:24	8:25	8:30	8:31	8:32
8:30	8:34	8:35	8:40	8:41	8:42
8:40	8:44	8:45	8:50	8:51	8:52
8:50	8:54	8:55	9:00	9:01	9:02
9:00	9:04	9:05	9:10	9:11	9:12
9:10	9:14	9:15	9:20	9:21	9:22
9:20	9:24	9:25	9:30	9:31	9:32
9:30	9:34	9:35	9:40	9:41	9:42
9:40	9:44	9:45	9:50	9:51	9:52
9:50	9:54	9:55	10:00	10:01	10:02
10:00	10:04	10:05	10:10	10:11	10:12
10:10	10:14	10:15	10:20	10:21	10:22
10:20	10:24	10:25	10:30	10:31	10:32
10:30	10:34	10:35	10:40	10:41	10:42
10:40	10:44	10:45	10:50	10:51	10:52
10:50	10:54	10:55	11:00	11:01	11:02
11:00	11:04	11:05	11:10	11:11	11:12
11:10	11:14	11:15	11:20	11:21	11:22
11:20	11:24	11:25	11:30	11:31	11:32
11:30	11:34	11:35	11:40	11:41	11:42
11:40	11:44	11:45	11:50	11:51	11:52
11:50	11:54	11:55	12:00	12:01	12:02
12:00	12:04	12:05	12:10	12:11	12:12
12:10	12:14	12:15	12:20	12:21	12:22
12:20	12:24	12:25	12:30	12:31	12:32
12:30	12:34	12:35	12:40	12:41	12:42
12:40	12:44	12:45	12:50	12:51	12:52
12:50	12:54	12:55	1:00	1:01	1:02
1:00	1:04	1:05	1:10	1:11	1:12
1:10	1:14	1:15	1:20	1:21	1:22
1:20	1:24	1:25	1:30	1:31	1:32
1:30	1:34	1:35	1:40	1:41	1:42
1:40	1:44	1:45	1:50	1:51	1:52
1:50	1:54	1:55	2:00	2:01	2:02
2:00	2:04	2:05	2:10	2:11	2:12
2:10	2:14	2:15	2:20	2:21	2:22
2:20	2:24	2:25	2:30	2:31	2:32
2:30	2:34	2:35	2:40	2:41	2:42
2:40	2:44	2:45	2:50	2:51	2:52
2:50	2:54	2:55	3:00	3:01	3:02
3:00	3:04	3:05	3:10	3:11	3:12
3:10	3:14	3:15	3:20	3:21	3:22
3:20	3:24	3:25	3:30	3:31	3:32
3:30	3:34	3:35	3:40	3:41	3:42
3:40	3:44	3:45	3:50	3:51	3:52
3:50	3:54	3:55	4:00	4:01	4:02
4:00	4:04	4:05	4:10	4:11	4:12
4:10	4:14	4:15	4:20	4:21	4:22
4:20	4:24	4:25	4:30	4:31	4:32
4:30	4:34	4:35	4:40	4:41	4:42
4:40	4:44	4:45	4:50	4:51	4:52
4:50	4:54	4:55	5:00	5:01	5:02
5:00	5:04	5:05	5:10	5:11	5:12
5:10	5:14	5:15	5:20	5:21	5:22
5:20	5:24	5:25	5:30	5:31	5:32
5:30	5:34	5:35	5:40	5:41	5:42

- Operates two (2) buses from 7 a.m. until 5:42 p.m. each scheduled weekday
- Frequency of 10 minutes



- Operates one (1) bus from 5:46 p.m. until 10 p.m. each scheduled weekday
- Frequency of 30 minutes
- Mean Green Night Rider Plus (MGP) is a subset of this service (see next slide)

Mean Green Plus (MGP)



Mean Green Plus | MGP I13 (Path A / Camino A): Saturday & Sunday / Sábado y Domingo

Outbound to Fouts Transfer / Salida hacia Fouts Transfer

Union Transfer	Maple Hall	Honors Hall	Victory Hall
1	2	3	4
8:02	8:04	8:07	8:12
8:29	8:31	8:34	8:39
9:50	9:52	9:55	10:00
10:20	10:22	10:25	10:30
11:41	11:43	11:46	11:51
12:11	12:13	12:16	12:21
1:33	1:35	1:38	1:43
2:02	2:05	2:08	2:13
3:24	3:26	3:29	3:34
3:54	3:56	3:59	4:04
5:15	5:17	5:20	5:25
5:45	5:47	5:50	5:55
7:06	7:08	7:11	7:16
7:36	7:38	7:41	7:46
8:06	8:08	8:11	8:16
8:36	8:38	8:41	8:46
9:06	9:08	9:11	9:16
9:36	9:38	9:41	9:46
10:06	10:08	10:11	10:16
10:36	10:38	10:41	10:46
11:06	11:08	11:11	11:16
11:36	11:38	11:41	11:46
12:06	12:08	12:11	12:16
12:36	12:38	12:41	12:46
1:06	1:08	1:11	1:16
1:36	1:38	1:41	1:46

Inbound to Union Transfer / Hacia Union Transfer

Fouts Field Transfer	Pohl Recreation Center	College Inn/ EESAT	GAB
5	6	7	8
8:16	8:19	8:20	8:22
8:43	8:46	8:47	8:49
10:04	10:07	10:08	10:10
10:34	10:37	10:38	10:40
11:55	11:58	11:59	12:01
12:25	12:28	12:29	12:31
1:47	1:50	1:51	1:53
2:17	2:20	2:21	2:23
3:38	3:41	3:42	3:44
4:08	4:11	4:12	4:14
5:29	5:32	5:33	5:35
5:59	6:02	6:03	6:05
7:20	7:23	7:24	7:26
7:50	7:53	7:54	7:56
8:20	8:23	8:24	8:26
8:50	8:53	8:54	8:56
9:20	9:23	9:24	9:26
9:50	9:53	9:54	9:56
10:20	10:23	10:24	10:26
10:50	10:53	10:54	10:56
11:20	11:23	11:24	11:26
11:50	11:53	11:54	11:56
12:20	12:23	12:24	12:26
12:50	12:53	12:54	12:56
1:20	1:23	1:24	1:26
1:50	1:53	1:54	1:56

Saturday only

Mean Green Plus | MGP I13 (Path B / Camino B): Saturday & Sunday / Sábado y Domingo

Outbound to Discovery Park / Salida hacia Discovery Park

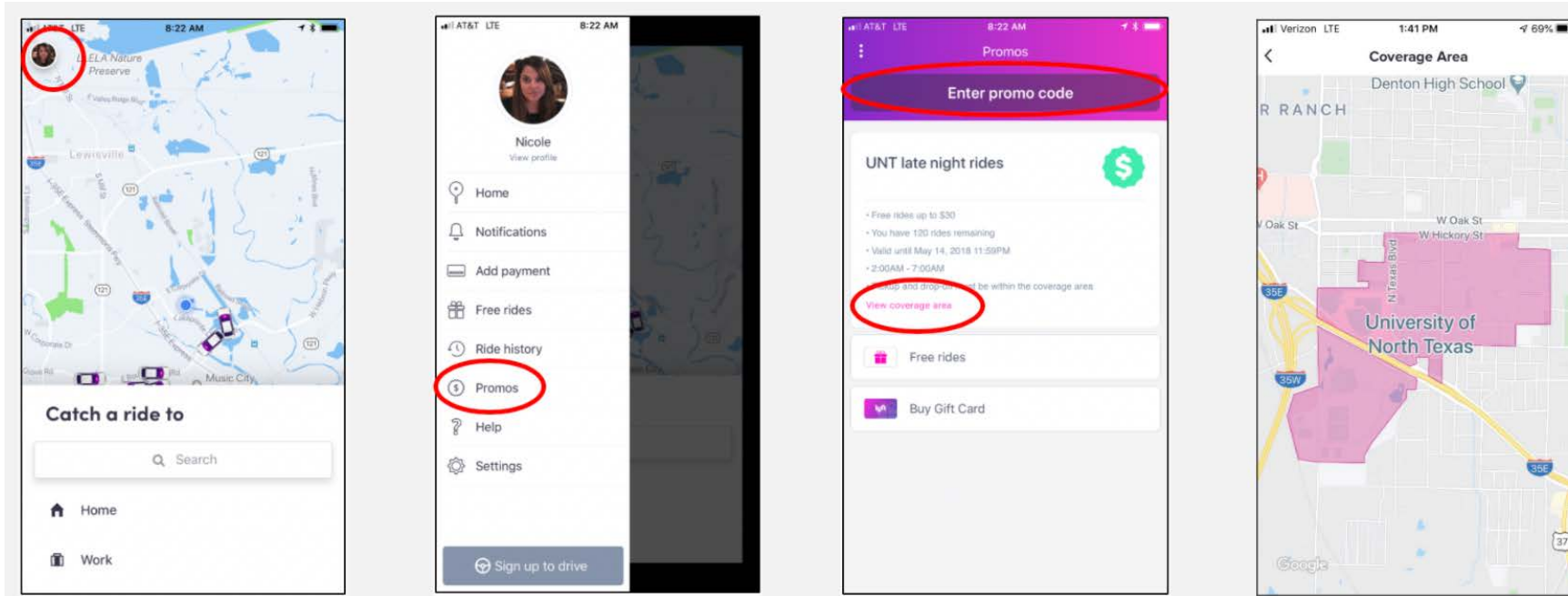
Union Transfer	NB Welch at Mulberry	Bonnie Brae at University
1	9	10
8:59	9:00	9:08
10:50	10:51	10:59
12:41	12:42	12:50
2:33	2:34	2:42
4:24	4:25	4:33
6:15	6:16	6:24

Inbound to Union Transfer / Hacia Union Transfer

Discovery Park (Main)	Bonnie Brae at University	Hickory at Ave G	North Texas Blv at Stella	Pohl Recreation Center	College Inn/ EESAT	GAB
11	10	12	13	6	7	8
9:23	9:33	9:38	9:39	9:40	9:41	9:43
11:14	11:24	11:29	11:30	11:31	11:32	11:34
1:05	1:15	1:20	1:21	1:22	1:23	1:25
2:57	3:07	3:12	3:13	3:14	3:15	3:17
4:48	4:58	5:03	5:04	5:05	5:06	5:08
6:39	6:49	6:54	6:55	6:56	6:57	6:59

- Mean Green Plus (MGP) - is a subset of Mean Green Night Rider
- Operates from 8 a.m. until 1:30 a.m.
- From 8 a.m. until 5 p.m., MGP makes two trips on campus and then makes one trip out to Discovery Park for a total of five (5) trips to Discovery Park per day, with an hour and a half frequency to Discovery Park
- After 5 p.m., the bus remains on the campus circulator until the end of service for the day
- The route has a stop at Rayzor Ranch on both inbound and outbound routes

UNT Lyft



- The UNT Lyft Program is a DCTA service offered in partnership with the University of North Texas (UNT) and Lyft, designated to provide free rides on campus to UNT students, faculty and staff
- Service is offered 2 a.m. to 7 a.m., Monday through Sunday, within the UNT Lyft Zone
- Students, faculty and staff must enter the promo code provided by UNT to enroll in the discount program
- The free ride discount will be automatically applied to an eligible trip before it's requested and will be automatically applied every time a user takes an eligible trip within the program parameters (service hours and UNT Lyft Zone)

Board of Directors Memo

November 12, 2020

SUBJECT: Consider Authorizing the CEO to Enter into a Letter of Intent with Trinity Metro for the Purpose of Exploring Bus Operations and Maintenance Options

Background

Pursuant to previous discussions with the Board, DCTA has been exploring various options for bus operations and maintenance in an effort to improve operational efficiency and effectiveness and enhance regional mobility.

Staff is discussing options with Trinity Metro to determine if a joint operations and maintenance partnership will benefit both parties and achieve areas of potential partnership include:

- Service expansion
- Operate at an overall lower cost
- Perform with a greater degree of reliability, efficiency, precision and quality
- Made more accessible, beneficial and effective
- Play a greater role in meeting the region's mobility needs
- Expand both parties' economic vitality and improve overall quality of life in the communities that are served

The areas of outsource could include:

- General management services
- Bus operations
- Fleet management and maintenance
- Dispatch
- Road supervision
- DCTA Bus Operations and Maintenance facility management
- Customer service
- Technology
- Bus-related purchasing, including consolidated capital expenditures and economies of scale
- Payroll
- Workforce management and oversight
- Reporting
- Safety and training, including commercial drivers licensing

Financial Impact

Financial impact will be determined after exploration of options. All considerations and costs will be brought to the DCTA Board of Directors for further consideration.

Recommendation

Staff recommends that the DCTA Board of Directors authorize the CEO to enter into a Letter of Intent with Trinity Metro for the purpose of exploring bus operations and maintenance options.

Exhibits

Exhibit 1: Trinity Metro Letter of Intent



Submitted By: Nicole Recker
Nicole Recker, VP of Mobility Service and Administration

Approved By: Raymond Suarez
Raymond Suarez, CEO

November 4, 2020

Mr. Raymond Suarez
Chief Executive Officer
Denton County Transportation Authority
1955 Lakeway Drive, Ste 260
Lewisville, TX 75057

RE: Letter of Intent – Potential Collaboration between DCTA and Trinity Metro

Dear Mr. Suarez,

This letter of intent (this “**LETTER OF INTENT**”) is entered into by and between **DENTON COUNTY TRANSPORTATION AUTHORITY**, a coordinated county transportation authority created under Chapter 460 of the Texas Transportation Code (“**DCTA**”), and **FORT WORTH TRANSPORTATION AUTHORITY**, doing business as “Trinity Metro,” a regional transportation authority created, existing, and operating under Chapter 452 of the Texas Transportation Code (“**TRINITY METRO**”); DCTA and Trinity Metro are sometimes referred to individually as a “**PARTY**” or collectively as the “**PARTIES**.”

INTRODUCTION

Shared Characteristics and Goals

DCTA and Trinity Metro perform materially identical functions and services, in the same region, and pursuant to similar statutory authority and restrictions. They both desire to operate state-of-the-art transportation systems and to provide their patrons the highest achievable level of service. Those and other shared characteristics make the Parties ideal candidates for mutually advantageous collaboration and cooperation.

Intended Benefits

DCTA and Trinity Metro desire to evaluate whether their current functions and services can be (i) expanded, (ii) conducted at an overall lower cost, (iii) performed with a greater degree of reliability, efficiency, precision, or quality, (iv) made more accessible, beneficial, and effective for their patrons, (v) grown to play a greater role in meeting the region’s mobility needs, expanding its economic vitality, and improving its overall quality of life, and (vi) otherwise enhanced for the benefit of the public they serve (the “**INTENDED BENEFITS**”) by increased collaboration and cooperation between the Parties.

No Binding Agreement Without Boards’ Approval

DCTA and Trinity Metro have not reached any binding agreement of any kind regarding any potential collaboration and this Letter of Intent memorializes only the Parties’ shared interest in evaluating possible collaboration. No agreement regarding the Intended Benefits or any collaboration will be binding upon either Party unless and until approved by both Parties’ boards of directors.

Mr. Raymond Suarez
November 4, 2020
Page 2

POTENTIAL INTENDED BENEFITS

DCTA and Trinity Metro have preliminarily identified the following functions and services that may provide the Intended Benefits as a result of mutually acceptable collaboration and cooperation:

1. General management services,
2. Bus operations,
3. Fleet management and maintenance,
4. Dispatch,
5. Road supervision,
6. Bus O&M facility management,
7. Customer service,
8. Technology,
9. Purchasing, including consolidated capital expenditures and economies of scale,
10. Payroll,
11. Workforce management and oversight,
12. Reporting, and
13. Safety and training, including commercial drivers licensing.

DCTA and Trinity Metro acknowledge that the foregoing is by no means either a minimum or exclusive list, and that (i) listed functions and services may be evaluated and then removed from consideration and (ii) additional functions and services may be identified and evaluated as potential sources of the Intended Benefits. The Parties will formally review and modify the then-current list no less frequently than quarterly.

POTENTIAL STRUCTURE FOR ACHIEVING COLLABORATION

DCTA formed North Texas Mobility Corporation (“**NTMC**”), a local government corporation created under Chapter 431 of the Texas Transportation Code to provide “Mobility Services.” DCTA and Trinity Metro shall investigate the potential use of NTMC, the use of an Interlocal Agreement or other structures that may be applicable to serve both Parties.

OPERATION OF THIS LETTER OF INTENT

As noted above, this Letter of Intent is only intended to set forth general understandings and agreements of the Parties and to provide the basis for evaluating possible collaboration between DCTA and Trinity Metro. This Letter of Intent is not a binding obligation, commitment, or agreement between the Parties to undertake any action at this time.

DCTA and Trinity Metro agree to evaluate in good faith any potential collaboration.

Mr. Raymond Suarez
November 4, 2020
Page 3

If executed by both Parties, this Letter of Intent will remain in effect for one (1) year from the date above; thereafter, either Party may terminate this Letter of Intent upon thirty (30) days written notice to the other Party.

If the provisions of this Letter of Intent are acceptable to you, please indicate by causing the enclosed duplicate original copy to be signed and returned to me on or before December 31, 2020.

Sincerely,

Fort Worth Transportation Authority,
d/b/a Trinity Metro

Bob Baulsir, President/CEO

Accepted and Agreed this ___ day of November, 2020,
by Denton County Transportation Authority.

Raymond Suarez,
Chief Executive Officer



Board of Directors Memo

November 12, 2020

SUBJECT: Discuss and Consider DART Interlocal Agreement (ILA) for Shared Services

Background

DCTA operates passenger rail service on rail corridor owned by DART pursuant to a Transportation Access Agreement and Easement 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 ILA for Shared Services that mutually benefits the residents of the respective service areas and enables the parties to cooperate in providing passenger rail service. The rail service connects the Counties of Dallas and Denton, Texas in order to relieve traffic congestion, provide transportation opportunities and to aid in attaining federal air quality standards. DCTA staff shall present key elements of the ILA including a discussion regarding proposed Access and Impact fees associated with DCTA ridership impact on the DART Green Line. Staff is seeking DCTA board approval to authorize the CEO to finalize and enter into the Interlocal Agreement with DART.

Exhibits

Exhibit 1: DART ILA draft

Submitted By:


Raymond Suarez, CEO

SHARED SERVICES INTERLOCAL AGREEMENT

THIS SHARED SERVICES INTERLOCAL AGREEMENT (this “Agreement”) made as of the May 1, 2020, by and among Dallas Area Rapid Transit, a regional transportation authority established pursuant to Chapter 452 of the Texas Transportation Code, with offices located at 1401 Pacific Avenue, Dallas, Texas 75202 (hereinafter called “DART”), Denton County Transportation Authority, a coordinated county transportation authority established pursuant to Chapter 460 of the Texas Transportation Code, with offices at 1955 Lakeway Drive, Suite 260, Lewisville, Texas, 75057 (“DCTA”) and The Fort Worth Transportation Authority d/b/a Trinity Metro, a regional transportation authority established pursuant to Chapter 452 of the Texas Transportation Code, with offices at 1600 E. Lancaster, Fort Worth, Texas 76102 (“TM”). (DART and DCTA are also referred to herein individually as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, it is mutually beneficial to the residents of the respective service areas of the parties hereto for the parties to cooperate in providing passenger rail service connecting the Counties of Dallas and Denton, Texas in order to relieve traffic congestion, provide transportation opportunities and to aid in attaining federal air quality standards; and

WHEREAS, DCTA operates passenger rail service (“DCTA Rail Service”) on certain rail corridor owned by DART and further described below (“the DCTA Corridor”) pursuant to a Transportation Access Agreement and Easement executed between the Parties dated May 25, 2010, setting forth the terms and conditions of DCTA’s use of the DCTA Corridor; and

WHEREAS, DART and TM each own an undivided one-half interest in the Trinity Railway Express (“TRE”); and

WHEREAS the Parties desire to enter into this agreement (“Agreement”) for the purposes of providing terms upon which DART will service ticket vending machines (“TVMs”) located at stations used by DCTA; establishing a fare structure among the parties hereto; memorializing conditions under which DCTA bus service will interface at DART’s Trinity Mills Station for special events; providing terms upon which DART will maintain the Trinity Mills Station; and such other areas of cooperation as may be mutually beneficial to the Parties.

NOW THEREFORE in consideration of the mutual agreements and covenants hereinafter contained and other and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties (and TM, as applicable) agree as follows:

Section 1. DEFINITIONS.

The following words and phrases shall, unless the context otherwise requires,

have the following meanings as used in this Agreement:

“Agreement” means this Shared Services Interlocal Agreement and the Exhibits attached hereto;

“Agreement Commencement Date” means the later of: May 1, 2020 or such date this Agreement is last signed by a Party;

“Agreement Termination Date” means the expiration of the Term or termination of this Agreement, whichever occurs first;

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

“Contractor” means the contractor operating and maintaining the DCTA Corridor under contract to DCTA or DART;

“Term” means the period of time defined in Section 2;

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

“High Volume Provider” means a non-service area provider (for DART) or a combination of non-service area providers (for DART) delivering more than 30 passengers per hour to a DART facility.

“Peak Period” means between 6:00 am and 9:00 am for trips departing from the end of the line stations, and trips departing downtown Dallas in the direction of the end of the line stations between 3:30 pm and 6:30 pm.

“Access Fee” means a fee that is paid to DART by non-service area providers to offset the additional costs incurred by DART to allow for and implement the connection by non-service areas providers to the DART system.

“Impact Fee” means a fee that is paid to DART by non-service area providers to offset the additional costs incurred by DART to provide additional equipment capacity when the volume of the provider’s ridership has an effect on the amount and type of equipment provided by DART for use in the DART system.

Section 2. TERM OF AGREEMENT.

Initial Term. The Initial Term of this Agreement shall begin May 1, 2020 and shall expire on April 30, 2021.

Renewal Term. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one-year (each a “Renewal Term”) without

further action of the Parties hereto, unless terminated as provided herein.

Termination. At any time following the expiration of the Initial Term, and any time during any Renewal Term, DART may terminate this Agreement by giving DCTA at least ninety (90) days prior written notice of the intent to terminate, other than with regard to Sections 11, and 13.1(a) hereof, which will be governed as set forth in those Sections. DCTA may terminate this Agreement by giving DART at least ninety (90) days prior written notice of the intent to terminate, other than with regard to Section 11, which shall be governed as set forth therein.

Section 4. COSTS SHARING BETWEEN TRE AND DCTA

During the Term, operating cost efficiencies may accrue to the benefit of TRE and DCTA by sharing costs with respect to certain operations and/or purchases (e.g., insurance and other sharable costs). The methodology and agreement with respect to the allocation of such shared costs is set forth herein and may be as further agreed to in a joint writing by the CEO/Executive Director of the impacted parties, without necessity of governing board approval of such written agreement(s).

Section 5. FISCAL MATTERS

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

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

5.3 **Right to Audit.** Each Party, at its own expense, shall have the right to audit the books and records of the other Party regarding any costs incurred under this Agreement, after giving reasonable written advance notice of such intent.

Section 6. PAYMENT OBLIGATIONS.

6.1 **TVM Servicing.** DCTA agrees to pay DART a TVM maintenance and servicing fee for TVMs at stations on the DCTA Corridor. This fee shall be

determined in accordance with the provisions of Exhibit C attached hereto and incorporated herein for all purposes.

6.2 **Platform Maintenance.** DCTA agrees to pay DART a fee representing a share of the platform maintenance costs for the Trinity Mills Station in accordance with Section 9.1 below.

6.3 **Access Fee.** DART and DCTA recognize that the number of DCTA passengers has an effect on the DART system. DCTA agrees to compensate DART for this effect by paying an “Access Fee” as set forth in below in this section.

(a) **Calculation of Net Peak Ridership Differential (NPRD).**

DART shall include a fixed amount in its monthly bill to DCTA each month during the Term based on the prior year’s Net Peak Ridership Differential (NPRD) calculated as set forth below. At the beginning of each year, the Parties will review all DCTA boardings and alightings at Trinity Mills station including all trains between 5:50 AM and 9:10 AM on all weekdays.

The total annual boardings will be subtracted from the total annual alightings and then multiplied by two (to account for PM peak trips) to determine the provisional NPRD to be used for the current year’s billings. The provisional NPRD will then be multiplied by \$2 to determine the annual amount owed by DCTA to DART. This amount will be divided by 12 and billed to DCTA as part of the regular monthly invoice for TVM maintenance and other shared services.

(b) **Calculation for 2020.** For Fiscal Year 2019, the NPRD is 51,816 passengers. Therefore, the amount to be paid to DART during 2020 is \$103,632. Dividing this total amount by 12 yields a monthly billing amount of \$8,636.00. Because the recent agreement between the parties for this fee covered the period from service start through December 31, 2019, the monthly amount of \$8,636.00 will be assessed beginning in January 2020 and will run through September 2020.

(c) **Annual Reconciliation.** After the conclusion of each fiscal year, the actual NPRD for the prior year will be calculated as the NPRD for the new fiscal year. Additionally, a true-up is required by comparing the actual amount that would have been due for the preceding year, compared to the actual amount paid. If the actual NPRD differential is greater than the amount paid for the prior year, the difference between these two numbers will be multiplied by \$2 and added to the provisional NPRD for the next year. If the actual NPRD differential is less than the amount paid for the prior year, the difference between these two numbers will be multiplied by \$2 and deducted from the provisional NPRD for the next year. For 2020, it is assumed that DCTA has paid the full \$103,632 based on FY 2019 ridership.

(d) **Examples of Annual Reconciliation.**

A. If, at the completion of 2020, actual ridership generates an NPRD of 50,000 passengers, then the amount DCTA should have paid to DART for 2020 was \$100,000. Since the provisional billing amount for 2020 was \$103,632, DCTA has overpaid by \$3,632. The amount of this overpayment would be subtracted from the 2021 provisional billing amount yielding a monthly bill of \$8,030.67 ($\$100,000 - \$3,632$ FY 2020 overpayment = $\$96,368 / 12$ months).

B. If, at the completion of 2020, actual ridership generates and NPRD of 55,000 passengers, then the amount DCTA should have paid to DART for 2020 was \$110,000. Since the provisional billing amount for 2020 was \$103,632, DCTA has underpaid by \$6,368. The amount of this underpayment would be added to the 2021 provisional billing amount yielding a monthly bill of \$9,697.33 ($\$110,000 + \$6,368$ FY 2020 underpayment = $\$116,368 / 12$ months).

- (e) DCTA System Expansion. Should the DCTA system be expanded south to Belt Line/Downtown Carrollton station, the calculation of the NPRD will be recalculated and effective at the time the new service starts so as to include boardings and alightings at Belt Line/ Downtown Carrollton station.

6.4 **Impact Fees.** DART and DCTA recognize that the volume of DCTA ridership has an effect on the amount and type of equipment provided by DART for use in the DART system. DCTA agrees to compensate DART for this effect by paying an "Impact Fee" as set forth in below in this section.

- (a) DCTA agrees to pay DART a fixed fee in the amount of: Two Hundred Thirty- Seven Dollars and no cents (\$237.00) multiplied by the number of weekdays in a month for the number of trips during the preceding month that the average maximum load exceeds 329 persons on a two-car consist between Trinity Mills station and the Green Line. This fee shall be increased annually by 3 ½% on each anniversary renewal date of this Agreement.

- (b) Example of Calculation of Impact Fee.

DART generates a monthly report showing average maximum load per trip for the Green Line. The report for December, generated in January, reveals that during the month of December two Green Line trips exceeded an average of 329 passengers while DART was providing a two-car consist. The month of December had 20 weekdays. DCTA will be invoiced in January: $\$237 \times 20 \times 2$, or \$9,480.00. Each month will be reviewed during the subsequent month when the report is generated. A copy of the relevant report will be provided to DCTA, together with the invoice. Payment is due to DART within thirty days of receipt of the invoice, which may be together with other monthly invoices.

6.5 **Crew Room Fees.** DCTA agrees to pay to DART the amount of \$5,400 per year to reimburse DART for a portion of the cost of maintenance and operations of the crew room located at Trinity Mills Station. This reimbursement will be adjusted annually as set forth in that certain Crew Room License

Commented [RS1]:

Commented [TP2R1]: 1.DART would provide a report of the average max load on the Green Line for a month justifying the need for the additional car. 2) the average max load i(329) s a pretty high bar that DART would require that we add extra Car capacity. 3. The cost of \$237 is the cost for a round trip to and from Trinity Mills. If two trips in a row exceeded 329, we would charge \$237 times 2 or \$474. In the past DART added extra cars one morning consist and two afternoon consists. The cost for these three trips would be 3 times \$237 or \$711 per day. DART would not charge DCTA for any trip on the consist unless it exceeded 329 passengers. If DART could not get the car off the line, DART would be responsible for that cost.

Commented [TP3R1]: If we assigned these cars for 255 weekdays a year the annual cost would be \$181,305 for DCTA. At present we have no trips which exceed the maximum load. We do not anticipate loads like this in FY21. Maybe they will happen in FY22.

Agreement executed by and between the parties on April 4, 2016.

Section 8. Reciprocal Regional Fare Policy

The Parties hereto have previously agreed it is in their collective best interest to establish a reciprocal regional fare policy that would allow for the “seamless” free transfer between the service modes in their service areas. The Parties agree to continue the current reciprocal fare policy and any changes thereto shall be mutually approved by the respective governing boards.

Section 9. TRINITY MILLS STATION

9.1 **Cost Allocation.** The Trinity Mills Station is a shared station of DART light rail and DCTA rail service with separate platforms for the two services. The Parties agree that DCTA shall pay DART \$1,380.00 per month representing DCTA’s cost allocation.

9.2 **Annual Review of Cost Allocation.** It is the goal of the Parties that operating cost reductions shall inure to the mutual benefit of the Parties. The allocation of cost set forth in Section 9.1 shall be reviewed on or before each anniversary of this Agreement and adjusted as agreed upon in writing by the CEO/CEO/Executive Directors of the Parties and/or their respective designees. In the event of no agreement of such Directors, the allocation shall continue as stated herein until an agreement in writing is reached.

Section 10. SPECIAL EVENT SERVICE/ACCESS

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

Section 11. INDEMNIFICATION.

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

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

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

Section 12. INSURANCE.

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

- (a) Workers' Compensation insurance or self-insurance, providing benefits as required under the Workers' Compensation Act of the State of Texas. This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from DART or DCTA.
- (b) Commercial Automobile Liability insurance or self-insurance, covering all owned, hired, and non-owned vehicles used in connection with the work performed under this Agreement.
- (c) DCTA will furnish at their sole cost and expense Rail Operations Liability Insurance with a minimum limit of \$125,000,000 per occurrence worth of primary and non-contributory insurance. In the event of an incident, accident, or other occurrence, liability of the parties shall be apportioned

in accord with Chapter 33 of the Texas Civil Practice and Remedies Code. In the event DCTA's insurance coverage is not sufficient to cover all of DCTA's obligations or legal liability, any additional cost, damage, or expense (including defense costs) attributable to DCTA will be the sole responsibility of DCTA and DCTA shall not seek contribution from DART or DART's insurer. The DCTA Rail Operations Liability Policy will name DART as additional insureds, will contain a 30-day cancellation notice, and will contain a waiver of subrogation.

12.2 Certificates of Insurance: Before the Agreement Commencement Date, each Party shall provide the other evidence of insurance as required herein at the following addresses:

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

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

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

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

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

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

DCTA. DCTA shall obtain and furnish DART with certificates of insurance evidencing subcontractors' insurance coverage.

Prior to subletting any work associated with this Agreement, DART shall notify and obtain approval from DCTA, which approval may not be unreasonably withheld. DART shall require any and all subcontractors performing work associated with this Agreement to carry insurance of the same type and with the same limits of liability as required of DART. DART shall obtain and furnish DCTA with certificates of insurance evidencing subcontractors' insurance coverage. DCTA shall provide DART a listing of all permanent contractors and subcontractors performing work related to the operations or maintenance of the corridor. The list shall be updated as needed but at a minimum, annually.

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

12.8 **Deductibles:** Companies issuing the required insurance policies for or on behalf of DCTA shall have no recourse against DART for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of DCTA. Companies issuing the required insurance policies for or on behalf of DART shall have no recourse against DCTA for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of DART, as applicable.

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

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

Section 13. MISCELLANEOUS PROVISIONS.

13.1 Early Termination of Agreement

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

breaching Party is diligently prosecuting the cure of such failure to completion.

b. *Mutual Agreement.* Either Party may terminate this Agreement prior to the expiration of the Term by mutual written agreement at any time.

13.2 **Resolution of Disputes**

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

(b) Non-Binding Mediation. It is the desire and intent of the Parties to avoid, if possible, the expense and delay inherent in litigation. Therefore, whenever a disputed issue cannot be resolved through the process set forth in Section 13.2(a), the matter will be submitted to non-binding mediation. Accordingly, in regard to disputed issues, the Parties hereto agree that:

(1) Subject to the provisions of Section 13.2(a), above, either Party may determine, in its sole discretion, that a dispute shall be submitted to mediation, and shall initiate the mediation process by written notice to the other Party.

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

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

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

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

13.3 **Force Majeure.** It is expressly understood and agreed by the Parties hereto that if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the Party so obligated or permitted shall be excused from doing or performing the same during

such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed.

13.4 **Contractual Relationship.** It is specifically understood and agreed that the relationship described in this Agreement among the Parties and TM is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship among said Parties.

13.5 **Complete Agreement.** This Agreement embodies the entire agreement of the Parties and TM relating to the subject matter expressly set forth herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by both of the Parties.

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

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

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

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

13.10 **Enforcement.** If any Party or TM initiates an action to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing Party shall be entitled to receive from the other Parties all reasonable and necessary costs and expenses, including reasonable

attorneys' fees and costs incurred in connection with such action.

13.11 **Reference and Interpretation.** The use of the words “hereof,” “herein,” “hereunder”, and words of similar import shall refer to this entire Agreement, and not to any particular section, subsection, clause, or paragraph of this Agreement, unless the context clearly indicates otherwise. For purposes of interpretation of this Agreement, neither Party shall be considered the drafter and both Parties acknowledge the availability of counsel for review.

13.12 **Further Assurances.** Each Party and TM agree to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

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

If to DART: President/Executive Director
Dallas Area Rapid Transit
P. O. Box 660163
1401 Pacific Ave.
Dallas, Texas 75266-7210

With a copy to: General Counsel
Dallas Area Rapid Transit
P. O. Box 660163
1401 Pacific Ave.
Dallas, Texas 75266-7255

If to DCTA: CEO/
Denton County Transportation Authority
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75057

With a copy to: General Counsel
Denton County Transportation Authority
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If to TM: President/Executive Director
Fort Worth Transportation Authority
1600 E. Lancaster
Fort Worth, Texas 76102

13.14 **Execution.** Notwithstanding any provision of this Agreement, this

Agreement shall not be binding on the Parties and TM until signed by authorized representatives of each Party and TM. Upon full execution hereof, any prior agreement regarding the subject matter hereof previously executed between the Parties shall be deemed void and of no further force and effect and superseded by this Agreement.

13.15 **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall be deemed to constitute one and the same instrument.

13.16 **Recitals.** The recitals to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes.

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

(Signatures on Following Page)

Executed on the dates indicated below, pursuant to the authority of Resolution No. _____ of the Dallas Area Rapid Transit Board of Directors, adopted _____, 2020, Authorization of the Denton County Transportation Authority Board of Directors, approved _____, 2020, and Resolution No. _____ of the Fort Worth Transportation Authority Board of Directors, adopted on _____, 2020.

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

DCTA:**DART:**

DENTON COUNTY TRANSPORTATION AUTHORITY DALLAS AREA RAPID TRANSIT

By: _____
Raymond Suarez
CEO

By: _____
Gary C. Thomas, P.E.
CEO/Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM

By: _____
Joe Gorfida, DCTA Legal Counsel

By: _____
Gene Gamez, General Counsel

TM:

By: _____
Bob Baulsir,
President/Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____
General Counsel

EXHIBIT A

MAP OF DCTA A-TRAIN RAIL SERVICE



Exhibit "A" to Shared Services Agreement
10-03-2017

EXHIBIT B

INTENTIONALLY DELETED

Exhibit "B" to Shared Services Agreement
10-03-2017

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EXHIBIT C**PROVISION OF TICKET VENDING MACHINE (TVM) REVENUE COLLECTION
AND SERVICING ON DCTA CORRIDOR****Section 1. TVM Revenue Collection and Servicing**

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

Section 2. Service Priority

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

Section 3. Reimbursement for Services

- a. Reimbursement by DCTA to DART shall be accomplished in accordance with the fiscal terms set forth below in the Service and Fee (S&F) table.
- b. For requested services or equipment not included in the S&F table, DCTA and DART will negotiate and agree to the reimbursable amount before the service is provided.
- c. In the event DCTA provides space in the DCTA EMF for TVM parts and staff space to support DART light rail, reimbursement amounts for such space will be negotiated when space is provided.

Section 4. Reporting

- a. DART will provide designated DCTA staff, management reports on response time and other activities and/or performance as mutually agreed upon.
- b. In the event of an unforeseen event which results in DART failing to respond as provided in this Agreement, DART shall provide to DCTA a written explanation as to

Exhibit "C" to Shared Services Agreement
10-03-2017

the circumstances therefor and such failure shall not be considered a default in the Agreement.

Section 5. **Ticket Stock**

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

Section 6. **Warranty / Repair Work**

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

Section 7. **Keys and Servicing Equipment**

The front door of DCTA's TVMs will have a different key than DART's TVMs. The internal component locks of DCTA's TVMs will be the same as DART's.

Section 8. **Security**

- a. DART will provide the same level of security and safety for DCTA TVM support and maintenance as is followed for DART TVM support and maintenance. DART will provide a copy of these procedures and includes updates, as applicable.
- b. DCTA will provide security response to DCTA's TVM alarms.

TVM SERVICE AND FEE TABLE

SERVICE ON DEMAND*

Item Description - Equipment and Supplies
Revenue Agent - Uniforms and Safety Equipment (\$525 ea shared with DART at 50%)
Communications (\$360 yr. phone shared with DART at 50%)

Quantity	Unit	Unit Cost	Total Fixed Cost
0.5	ea	\$ 525	\$ 263
0.5	ea	360	\$ 180

Total Estimated Fixed Cost Per Year			\$ 443
Total Estimated Fixed Cost Per Month			\$ 37

Item Description - Services
Revenue Analyst Salary
Revenue Container Collection (tech/guard/drive)
Mechanic Onsite Repairs (tech/guard/drive)
Component Rebuild in Shop (mechanic rate)
Preventive Maint. Onsite (mechanic/guard/drive)
Component Preventive Maint. Shop (mechanic rate)
Technician 1 or 2 onsite repairs (tech/guard/drive)
Count Room (processing cash/hoppers/tech paks/deposit prep)

Quantity	Unit	Unit Cost	Total Fixed Cost
As requested	hr	\$ 39.25	TBD
As requested	hr	\$ 42.39	TBD
As requested	hr	\$ 58.21	TBD
As requested	hr	\$ 43.21	TBD
As requested	hr	\$ 58.21	TBD
As requested	hr	\$ 43.21	TBD
As requested	hr	\$ 42.39	TBD
As requested	hr	\$ 28.57	TBD

Item Description - Equipment & Supplies
Vehicles fuel/capital - see Note A
Parts required for TVMs and component rebuilds

Quantity	Unit	Unit Cost	Total Fixed Cost
As Needed	mile	\$ 0.55	TBD
As Needed	ea	Cost	TBD

NOTE A: This rate includes the capital, maintenance, and fuel costs.

NOTE B: The Unit Cost includes a salary, plus 43% benefit load, and an 8% admin. Fee.

* Service schedules will be established by DCTA. All other response will be "on demand" and as requested.

** Parts for repairs/preventive maintenance are billed at cost to DART with no markup.

Exhibit "C" to Shared Services Agreement
10-03-2017

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EXHIBIT D**DCTA SPECIAL EVENT BUS ACCESS****Section 1. Purpose.**

DART hereby grants a non-exclusive, revocable license to DCTA for the purpose of allowing DCTA bus passenger pick-up and drop-off access to the DART light rail station located at Trinity Mills and Dickerson ("the Trinity Mills Station") in the City of Carrollton, Texas for the customers of DCTA for special events. DCTA shall provide DART 10 days advance notice of the need for DCTA special event bus access. DCTA's buses shall use routes approved by DART and shall park and pick up or drop off passengers solely at the locations approved by DART. No over-night parking of DCTA buses at the Trinity Mills Station shall be allowed.

Section 2. Vehicles and Operators.

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

Section 3. Governmental Approvals.

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

Section 4. Customer Information, Complaints and Complaint Resolution.

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

Section 5. Operations.

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

Section 6. Environmental Protection.

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

Section 7. Use by DART.

The license granted herein is made expressly subject and subordinate to the right of DART to use the Trinity Mills Station for any purpose whatsoever to the extent such use does not interfere with DCTA's use of the Trinity Mills Station as set forth herein.

Exhibit "D" to Shared Services Agreement
05-01-2020

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Section 8. Security.

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

Section 9. ADA Monitoring and Compliance.

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

Section 10. Use of Contractors.

Nothing in this Agreement shall prevent either Party from using a contractor or agent to perform the service contemplated by this Exhibit D.

Section 11. Methods of Termination.

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

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

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Board of Directors Memo

November 12, 2020

Subject: Rail Operations & Maintenance Contract Transition Update

Background

DCTA was advised by its rail operations and maintenance contractor, First Transit Inc., regarding the company's intention to sell its rail operations unit. Subsequently following a bidding process, First Transit Inc. selected Rio Grande Pacific Corporation (RGPC), as the assignee, who has been First Transit's subcontractor in providing rail service for the Denton County Transportation Authority (DCTA). The DCTA Board approved the Consent and Novation agreement at the October Board meeting authorizing the transfer of the existing First Transit contract to RGPC.

Update

As of October 31, the rail operations and maintenance contract seamlessly transitioned to RGPC.

Submitted By:

A handwritten signature in black ink, appearing to read "Rony Philip", written over a horizontal line.

Rony Philip, Sr. Director Rail Operations

Final Review:

A handwritten signature in blue ink, appearing to read "Kristina Holcomb", written over a horizontal line.

Kristina Holcomb, Deputy CEO

DCTA Board Agenda Outlook As of 11/06/20

DECEMBER 10, 2020	JANUARY 2020	February 2021
<p><u>CONSENT</u></p> <ul style="list-style-type: none"> Approval of Minutes OCT. Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report) Lyft Task Order for Service at Alliance (placeholder – pending Alliance decision) Irving Holdings for MUTD Trinity Metro ILA <p><u>INFORMATIONAL REPORTS</u></p> <ul style="list-style-type: none"> Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) Ridership Trend Report (October 2020) Quarterly Social Service Agency Roundtable Recap Report (October 2020) Spare Labs Technology Overview Via Technology Overview <p><u>REGULAR AGENDA</u></p> <p><u>Discussion Topics</u></p> <ul style="list-style-type: none"> State Legislative Updates Bus Ops & Maintenance Contract Options Update Mayhill Bridge Project Fiber Project w/ Denton County & DISD Agency Updates (Vanpools, A-train Rail Trail ridership, interesting things DCTA is working on) <p><u>Action</u></p> <ul style="list-style-type: none"> Transformation Initiative Progress Report (possible action) FY21 Budget Amendment Arboc Vehicle Purchase (FY '21) Non-Revenue Vehicle Purchase Consider Approval of DCTA Access Policies and Procedures MaaS Task Order #2 with Spare/Lyft for On-Demand Service in Member Cities MaaS Task Order #3 with RiverNorth (Via) for On-Demand Service in Member Cities MK101 Ridership/Fare Discussion (possible action) Budget Amendment (MUTD) <p><u>Information</u></p> <ul style="list-style-type: none"> Local & Regional Transportation Updates and Legislative Issues 	<p><u>POSSIBLE JOINT MEETING WITH NTMC</u></p> <p><u>CONSENT</u></p> <ul style="list-style-type: none"> Approval of Minutes NOV & DEC - Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report) Quarterly Investment Report Quarterly Grants Report <p><u>INFORMATIONAL REPORTS</u></p> <ul style="list-style-type: none"> Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) Ridership Trend Report (November & December 2020) COVID Passenger Survey Recap Report (PENDING) <p><u>REGULAR AGENDA</u></p> <p><u>Discussion Topics</u></p> <ul style="list-style-type: none"> Preliminary FY2020 Audit Report & Presentation (Guest Presenter) State Legislative Updates Bus Ops & Maintenance Contract Options Update Grants 101 presentation <p><u>Action</u></p> <ul style="list-style-type: none"> Andes Metals Crossing Project ILA w/CoL Andes Metals Crossing Project Budget Amendment Mayhill Bridge Project Budget Amendment Mayhill Bridge Project ILA w/CofD Spare Labs (MaaS TO) Via (MaaS TO) <p><u>Information</u></p> <ul style="list-style-type: none"> Local & Regional Transportation Updates and Legislative Issues 	<p><u>POSSIBLE JOINT MEETING WITH NTMC</u></p> <p><u>CONSENT</u></p> <ul style="list-style-type: none"> Approval of Minutes Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report) <p><u>INFORMATIONAL REPORTS</u></p> <ul style="list-style-type: none"> Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) Ridership Trend Report <p><u>REGULAR AGENDA</u></p> <p><u>Discussion Topics</u></p> <ul style="list-style-type: none"> State Legislative Updates Bus Ops & Maintenance Contract Options Update <p><u>Action</u></p> <ul style="list-style-type: none"> Presentation of Audit Report for Fiscal Year End 09/30/2020 by Weaver & Tidwell, LLP and Consider Approval of the FY2020 Financial Statements and Supplementary Information Consider Approval of Access Fare Policy (include January 2021 public involvement report) <p><u>Information</u></p> <ul style="list-style-type: none"> Local & Regional Transportation Updates and Legislative Issues