



## Board of Directors Regular Board Meeting April 28, 2022 | 10:00 a.m.

**NOTICE IS HEREBY GIVEN** that the members of the Denton County Transportation Authority (DCTA) Board of Directors will hold a Regular Meeting on April 28, 2022 at 10:00 a.m. at the DCTA Administrative Offices located at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057 and by Zoom Video Conference at which time the following agenda will be discussed.

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

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/87124342226?pwd=YTFoQnl4ZjEwOHBPQzFRRXpiRUJydz09>

Passcode: 299765

Or One tap mobile

US: +13462487799

Or Telephone:

Dial: US: +1 346 248 7799

Webinar ID: 871 2434 2226

Passcode: 299765

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENT

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

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



Citizens that are not able to participate in-person or connect virtually to the Zoom meeting must email his or her public comment to [kmorris-perkins@dcta.net](mailto:kmorris-perkins@dcta.net) no later than 3:00 pm on Wednesday, April 27, 2022, to ensure the comment will be read.

The Board of Directors is not permitted to take action on any subject raised by a speaker during Public Comments. However, the DCTA Board of Directors may have the item placed on a future agenda for action; refer the item to the DCTA Administration for further study or action; briefly state existing DCTA policy; or provide a brief statement of factual information in response to the inquiry.

## CONSENT AGENDA

1. Consider Award of Unarmed Uniformed Security Guard Services for Bus Operations Facility and Downtown Denton Transit Center

(packet pages 8-89)

*Action Item*

Backup Information: Memo  
Exhibit 1: Solicitation 22-03  
Exhibit 2: Vets Securing America Proposal  
Exhibit 3: Evaluation Consensus Average

2. Consider and Approve Extension of Lease Agreement for the Administration Building

(packet pages 90-103)

*Action Item*

Backup Information: Memo  
Exhibit 1: Third Amendment (proposed)  
Exhibit 2: Second Amendment  
Exhibit 3 First Amendment

3. Consider Approval of a Memorandum of Understanding (MOU) with Dallas Area Rapid Transit (DART) and Trinity Metro for Rail Liability Insurance Administration

(packet pages 104-110)

*Action Item*

Backup Information: Memo  
Exhibit 1: Memorandum of Understanding

4. Consider approval of Regular Meeting Minutes dated March 7, 2022 and March 24, 2022

(packet pages 111-133)

*Action Item*

Backup Information: Exhibit 1: March 7, 2022 Minutes  
Exhibit 2: March 24, 2022 Minutes

## REGULAR AGENDA

1. **Discuss and Consider Approval of the 2022 Title VI Policy and Approve a Resolution Adopting the Program (packet pages 134-283)**

*Action Item*

Presenters: Gibran Hadj-Chikh, Kittelson & Associates, Inc.  
Krista Purser, Kittelson & Associates, Inc.  
Athena Forrester, AVP Regulatory Compliance/DBE Liaison

Backup Information: Memo  
Exhibit 1: Resolution  
Exhibit 2: 2022 Title VI Program

2. **Discuss Mobility Services Update (packet pages 284-285)**

*Discussion Item*

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

Backup Information: Memo

3. **Discuss and Consider Approval of Contract Amendment for Additional GoZone Service Hours and Consider Approval of a Resolution Approving Budget Revision 2022-10B (packet pages 286-308)**

*Action Item*

Presenters: Javier Trilla, AVP Innovation and Information Technology  
Chris Newport, Accenture

Backup Information: Memo  
Exhibit 1: NTE Amendment and SLA Scenarios  
Exhibit 2: Amendment #6 – Additional GoZone Service Hours and SLA  
Exhibit 3: Draft Resolution with the following Exhibits:  
“A”: Option 1 - Budget Revision 2022-10A  
“B”: Option 1 - Change in Net Position (DCTA Only)  
“B-1”: Option 1 - Change in Net Position (DCTA + NTMC Combined)  
“C”: Option 2 – Budget Revision 2022-10B  
“D”: Option 2 – Change in Net Position (DCTA Only)  
“D-1”: Option 2 – Change in Net Position (DCTA + NTMC Combined)

4. **Discuss Public Involvement Plan as it Relates to Comprehensive Operations and Fare Structure Analysis and General Communications Plan Update (packet page 309)**

*Discussion Item*

Presenter: Pamela Burns, Director of Public Involvement and Communications  
Backup Information: Memo

5. **Consider Ratification of a Task Order with Accenture LLC, to provide Human Resources Continuity Management Services**  
(packet pages 310-317)  
*Action Item*  
Presenter: Paul Cristina, Interim CEO  
Backup Information: Memo  
Exhibit 1: Executed Task Order 5
6. **Discuss and Consider Approval of Financial Authority to Execute Task Order(s) with Accenture, LLC and Agreement(s) with Robert Half Account Temps for Interim Staffing Support Services**  
(packet pages 318-319)  
*Action Item*  
Presenter: Paul Cristina, Interim CEO  
Backup Information: Memo
7. **Discuss Transformation Initiative and Agency Staffing**  
(packet page 320)  
*Discussion Item*  
Presenter: Chris Newport, Accenture  
Backup Information: Memo
8. **Consider Award of a Task Order with Lockwood, Andrews, and Newnam (LAN) in the amount of \$138,022 for the A-train Enhancement Study**  
(packet pages 321-332)  
*Action Item*  
Presenter: Paul Cristina, Interim CEO  
Backup Information: Memo  
Exhibit 1: Statement of Work – A-train Enhancement Study
9. **Consider Approval of Monthly Financial Statements for March 2022 and Quarterly Reports for Q2 FY2022**  
(packet pages 333-360)  
*Action Item*  
Presenter: Marisa Perry, Chief Financial Officer/VP of Finance  
Backup Information: Memo 1  
Exhibit 1(a): Monthly Financial Statements – March 2022  
Exhibit 1(b): Capital Projects Budget Report – March 2022  
Memo 2  
Exhibit 2: Quarterly Investment Report Q2 FY2022  
Memo 3: Quarterly Grants Report Q2 FY2022



10. Consider and Approve a Third Amendment to the Interlocal Agreement (ILA) with Trinity Metro to Increase the Authorization Amount and Consider and Approve Task Order Increase with Lyft for Alliance

(packet pages 361-377)

*Action Item*

Presenter: Rusty Comer, Senior Manager of Mobility Services  
Backup Information: Memo  
Exhibit 1: Third Amendment to ILA with Trinity Metro  
Exhibit 2: Task Order #13.2 Lyft for Alliance Services

11. Consider Approval of a Resolution Approving Budget Revision 2022-11

(packet pages 378-392)

*Action Item*

Presenter: Amanda Riddle, Senior Manager of Budget  
Backup Information: Memo  
Exhibit 1: Resolution with the following Exhibits:  
“A”: Budget Revision 2022-11  
“B”: Change in Net Position (DCTA Only)  
“B-1”: Change in Net Position (DCTA + NTMC Combined)  
Exhibit 2: Year-to-Date FY22 Budget Revisions

12. Federal Legislative Update

(packet page 393)

*Discussion Item*

Presenter: Chris Giglio, Capital Edge  
Backup Information: Memo

13. Discuss Local and Regional Transportation Updates and Legislative Issues

(packet pages N/A)

*Discussion Item*

## INFORMATIONAL REPORTS

1. Monthly Financial Reports

(packet pages 394-400)

Backup Information: Memo 1: Monthly Sales Tax Receipts  
Exhibit 1: FY22 Monthly Sales Tax Report  
Memo 2: Monthly Mobility-as-a-Service Update  
Memo 3: Budget Information

2. **Monthly Ridership Reports**

(packet pages 401-408)

Backup Information: Memo

Exhibit 1: Ridership by Mode – February 2022

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

Exhibit 3: Connect and GoZone Ridership by Month and Year

Exhibit 4: Fixed-Route Ridership – February 2022

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

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

3. **Request for Proposal (RFP) Employee Benefits Broker/Consultant Services**

(packet page 409)

Backup Information: Memo

4. **Request for Proposal (RFP) Investment Advisory Services**

(packet page 410)

Backup Information: Memo

FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

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

Next Board Meeting Date: May 26, 2022

Board Strategic Planning Workshop Date: June 10, 2022

REPORT ON ITEMS OF COMMUNITY INTEREST

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

CONVENE EXECUTIVE SESSION

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

1. The Board of Directors will convene into Closed Executive Session pursuant to Section 551.074 of the Texas Government Code, Personnel Matters, to deliberate the employment and duties of the Interim Chief Executive Officer.
2. The Board of Directors will convene into Closed Executive Session pursuant to Section 551.072 of the Texas Government Code, Real Estate, Deliberation regarding real property – to deliberate the purchase, exchange, lease, or value of real property – 655 East Main Street, Lewisville, Texas.



RECONVENE OPEN SESSION

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

ADJOURN

**Board Members:**

Cesar Molina, Denton County Seat 1, *Chair*  
TJ Gilmore, Lewisville, *Vice-Chair*  
Dianne Costa, Highland Village, *Secretary*  
Alison Maguire, Denton  
Andy Eads, Denton County Seat 2

**Alternates**

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

**Non-Voting Board Members:**

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

***Staff Liaison:***

Paul Cristina, Interim CEO

This notice was posted on April 22, 2022 by 6pm.

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Kisha Morris-Perkins  
Executive Assistant | Board Process Manager

## Board of Directors Memo

April 28, 2022

**Subject** Consider Award of Unarmed Uniformed Security Guard Services for Bus Operations Facility and Downtown Denton Transit Center

### Recommendation

Staff recommends the Board approve the award and authorize the CEO to execute a contract with Vets Securing America beginning July 6, 2022, for the amount of \$805,000 for the total contract value, which includes the optional renewal amounts.

### Background

Unarmed uniformed security staff are currently utilized at the Bus Operations and Maintenance (BOM) facility and the Downtown Denton Transit Center (DDTC). The BOM facility is located at 1101 Teasley Lane, Denton, Texas, the DDTC is located at 604 East Hickory Street, Denton, Texas. Security services at BOM and DDTC are in place to monitor the exterior of both facilities after regular business hours and scheduled holidays. During regularly scheduled business hours, Security Services monitors the interior and exterior activities at the DDTC facility, intervening when necessary.

The current contract began on April 6, 2017 and will expire on July 5, 2022. A Request for Proposal (RFP) 22-03 was released on February 11, 2022, on Bidsync. for Unarmed Uniformed Security Guard Services. DCTA received eight (8) responses on March 17, 2022. Staff reviewed the proposals based on qualifications and experience, scope of work, project approach, and overall cost. The following companies submitted proposals:

- Blackstone Security Services Inc
- Blue Shield Security Protection Inc
- Global Protective LLC
- Security Engineers Inc
- Security Guards of America
- Shield Security Training Solutions LLC
- TriCorps Security Inc
- Vets Securing America

After reviewing the remaining proposals, the evaluation committee determined Vets Securing America to be the most qualified.

The initial term of the agreement is two (2) years with the option to extend for three (3) additional one (1) year terms. The initial term will commence on July 6, 2022, through and including July 5, 2024. If exercised, the optional years would extend the contract through July 5, 2027.

### Previous Board Activity & Action

- March 7, 2022 Board Meeting Informational Item



### Identified Need

Security is needed to monitor the Denton facilities and provide a safe environment to the public, Staff, and any on-site Vendors. Suspicious or unlawful activity will be reported by the contractor to Law Enforcement.

### Financial Impact

The annual cost is based on the scheduled hours of service. The estimated annual regular business hours were 3800 and overnight hour were 3000 for FY2021. Using FY2021 regular and overnight service hours, the estimated cost for the two (2) year term and three (3) optional years is \$805,000 which does not include overtime or holiday hours. All actual worked service hours will be billed and paid per the fee schedule. Funding is incorporated within the approved FY2022 budget and will be budgeted accordingly for all years.

### Exhibits

Exhibit 1: Solicitation 22-03

Exhibit 2: Vets Securing America Proposal

Exhibit 3: Evaluation Consensus Averages

Submitted By: *Geri Osinaike*  
Geri Osinaike, Senior Procurement Specialist

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



## SOLICITATION OVERVIEW AND ENDORSEMENT

<b>SOLICITATION TYPE/No.</b>	Request for Proposals (RFP) 22-03		
<b>TITLE</b>	Unarmed Uniformed Security Guard Services		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>PRE PROPOSAL/SITE MEETING DATE</b>	February 22, 2022, 10:00 am CST	<b>PRE PROPOSAL/SITE MEETING LOCATION</b>	1101 Teasley Lane, Denton, TX 76205
<b>QUESTIONS DUE</b>	February 28, 2022, by 10:00 am CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	March 4, 2022, by 5:00 pm CST
<b>DUE DATE/TIME</b>	March 17, 2022, at 4:00 pm CST		
<b>QUESTIONS/ CLARIFICATIONS</b>	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted, and no verbal replies will be provided. Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all proposers by posting the replies to Periscope S2G no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	Geri Osinaike <a href="mailto:procurement@dcta.net">procurement@dcta.net</a> or submitted via Periscope S2G at <a href="http://www.bidsync.com">www.bidsync.com</a>		
<b>RECEIPT OF BID/PROPOSAL</b>	<p>1. Prior to the time and date indicated above, it is preferred, that all proposals be received electronically at <a href="http://www.bidsync.com">www.bidsync.com</a></p> <p>2. Prior to the time and date indicated above, proposal packages, not submitted electronically must be hand-delivered or mailed to Procurement at:</p> <p><b>DCTA</b> 1955 Lakeway Drive, Suite 260 ATTN: Geri Osinaike SOLICITATION 22-03 Lewisville, Texas 75057</p> <p><b>Proposal packages received after the due time and date shall not be considered and will be returned unopened.</b> All proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
<b>ACCEPTANCE PERIOD</b>	<b>PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE</b>		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at <a href="http://www.dcta.net">www.dcta.net</a>		
<b>DBE GOAL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
<b>BID/PROPOSAL ENDORSEMENT</b>	<b>TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY</b>		
<b>BUSINESS NAME</b>			
<b>CONTACT NAME</b>		<b>TITLE</b>	
<b>TELEPHONE</b>		<b>EMAIL</b>	
<b>ADDRESS</b>			
<b>SIGNATURE</b>			<b>DATE</b>

## **SCOPE OF WORK, TERMS AND CONDITIONS**

### **1. CONTRACT**

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

### **2. CONTRACT TERM**

The initial term of the contract shall commence on July 6, 2022, through and including July 5, 2024, with the option to renew for three (3) additional one (1) year terms, through July 5, 2027.

### **3. BACKGROUND**

About Denton County Transportation Authority, The Denton County Transportation Authority (DCTA) is committed to improving mobility, air quality, economic development and livability in the communities it serves. In collaboration with diverse stakeholders and partners, DCTA is a leader in advancing mobility initiatives to serve the ever-changing transit needs of riders. Formed in 2002 and funded in 2003, the Denton County Transportation Authority (DCTA) serves Denton, Collin and Tarrant Counties. The agency operates 19 fixed bus routes, 21-mile A-train commuter rail line, on-demand, paratransit and additional services throughout Denton County and surrounding areas. In FY'21, DCTA served approximately one million passengers system-wide. To learn more about how DCTA is shaping the future of North Texas, visit RideDCTA.net.

### **4. OVERVIEW**

Through this RFP, DCTA is seeking unarmed uniformed security guard services of our Bus Operations and Maintenance (BOM) facility and the Downtown Denton Transit Center (DDTC).

The BOM facility is located at 1101 Teasley Lane, Denton, Texas. The DDTC is located at 604 East Hickory Street, Denton, Texas.

#### **PRE-PROPOSAL AND SITE VISIT**

This Pre-Proposal and Site Visit is not a mandatory meeting. The meeting will be February 22, 2022, at 10:00 am CST at the BOM facility located at 1101 Teasley Lane, Denton Texas 76205. The DDTC facility is open to the public, Proposers can visit/schedule on their own.

### **5. LOCATIONS**

- a. BOM facility is located at 1101 Teasley Lane, Denton, Texas.
- b. DDTC is located at 604 East Hickory Street, Denton, Texas.



## 6. REGULAR SCHEDULE

Schedule shall provide sufficient coverage for one unarmed uniformed security guard. All times are listed in central standard time:

- 6.1 DDTC Schedule: During operational hours
  - a. Monday through Friday 6:45am-6:15pm
- 6.2 BOM and DDTC Schedule: Overnight monitoring of both facilities
  - a. Monday through Thursday arriving at 11:00pm and departing at 5:00am
  - b. Friday arriving at 11:00pm and departing at 6:00am Saturday
  - c. Saturday arriving at 8:00pm with continuous coverage all day Sunday until Monday at 5:00am

## 7. HOLIDAY SCHEDULE

On DCTA observed holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas), Security Guard Personnel shall arrive at 8:00pm the day prior to the holiday and provide continuous coverage all day on the holiday until the following day when the regular schedule is resumed.

DCTA will specify additional patrol and monitoring activities, if necessary, on days during the holiday schedule.

## 8. SPOT CHECKS

DDTC Schedule: During operational hours

While on the premises during the DDTC Schedule, spot checks shall be made and documented a minimum once hourly throughout the property on a random basis. This should include the entire outside of the building, the porch, bus platform (including shelters), and the parking lot.

If minor issues are identified, the security personnel shall notify DCTA staff for guidance on how to address. Any suspicious or unlawful activity observed shall be reported to local law enforcement and an incident report shall be submitted to DCTA staff.

BOM and DDTC Schedule: Overnight monitoring of both facilities

While on the premises of DCTA property, spot checks shall be made and documented a minimum once hourly at both locations (BOM and DDTC) throughout the properties on a random basis.

On weekdays Monday through Friday, security personnel shall report to the DDTC at 4:30 am and remain there until the end of their shift at 5:00 am and be visible at the DDTC to ensure the safety of DCTA staff arriving and opening that location. If requested, Security Guard Personnel shall escort staff from personal vehicles to the office entrances

## **9. PATROLS**

Patrols should be in a marked vehicle supplied by the Proposer and Security Guard Personnel of the Proposer shall be in uniform at all times while on the DCTA property and have appropriate identification. In addition to vehicle surveillance, Security Guard should walk the perimeter of the building and on the porch area. During the performance of these duties, Security Guard should report any suspicious or unlawful activity to local law enforcement and submit an incident report to DCTA. Documentation of patrols shall be supplied by the Proposer in an agreed upon format established between the parties (e.g., time clock checks with equipment supplied by the Proposer, etc.).

## **10. PERFORMANCE:**

Proposer shall meet the following requirements:

- 10.1 The Proposer will be required to furnish manpower labor, all job-related materials, including uniforms, identification, office supplies, including logs and other equipment necessary to perform such work as identified in the solicitation.
- 10.2 The Proposer will be required to furnish unarmed, uniformed, security guard personnel and specified equipment as described by DCTA.
- 10.3 Proposer must demonstrate the expertise, qualifications, and experience to provide competent security staff and related services.
- 10.4 Proposer must have an adequate financial resource or the ability to obtain such resources as required.
- 10.5 Proposer must be able to comply with the required or proposed delivery schedule.
- 10.6 Proposer must have a satisfactory record of performance.
- 10.7 Proposer must demonstrate the expertise, qualifications, and experience to provide competent security staff and related services.
  - a. A summary of the company and qualifications shall be submitted as part of the Proposal, detailing security guard services provided to previous or current public entities similar in size to the DCTA; evidence of an ongoing Security Guard Personnel training program and drug policy; evidence of sufficient Security Guard Personnel to meet the requirements of the contract, detailed written recruitment and selection procedures; and, current number of employees, locally and nationally (if applicable).
  - b. Proposer must provide three (3) customer references and a detailed description, types and complexity of the services performed. The services must have been performed within the last three (3) years.

## **11. COMPLIANCE WITH APPLICABLE LAWS AND GOVERNMENT REGULATIONS**

The Proposer shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the contract requirements specified herein. The Proposer shall comply with regulations governing security guard personnel, including minimum wages set forth by the Department of Labor and Equal Employment Opportunity.

## **12. PROPOSER RESPONSIBILITIES**

- 12.1 The Proposer will be responsible for providing direct supervision to its Security Guard Personnel and designate a Manager who must be available between the hours of 8:00 AM and 5:00 PM on weekdays in the event a DCTA official needs to consult him/her regarding Security Guard Personnel matters. Prior to effective date of the agreement, the Proposer will meet with each department representative to review work assignments.
- 12.2 DCTA shall have no direct supervisory authority over Security Guard Personnel, except as expressly agreed upon herein and in emergency situations where the exercise of supervision by the DCTA becomes necessary.
- 12.3 The Proposer will provide the name and telephone number of the company official who has, implied or expressed, supervisory authority to represent the company and update throughout the term of the services. Supervision shall include unannounced on-site inspections as reflected herein.
- 12.4 The Proposer or designated Manager with supervisory authority must be available to receive instructional information from DCTA or its official regarding the scope of work, including revisions to the number of required Security Guards, work schedule or the perimeter of area to patrol by the Proposer's Security Guard Personnel.
- 12.5 The Proposer shall provide an after-hours emergency telephone number for contacting a Supervisor or Manager and update throughout the term of the services.
- 12.6 The Proposer will be required to provide signed records indicating that security guards have been trained and understand their assignments. Guards will not be permitted to serve at the location without the signed document, with a copy to be provided to DCTA prior to commencing work.

## **13. SECURITY GUARD PERSONNEL**

- 13.1 The Proposer shall employ a staff that is skillfully trained in the duties of performing security services. The Proposer is required to provide all job-related training to Security Guard Personnel assigned to this agreement.

- 13.2 All security work performed under this agreement shall be performed with utmost regard to the security and safety of the assigned security guards, DCTA staff, Proposers, the general public and citizens.
- 13.3 The Proposer's Security Guard Personnel, while on DCTA property shall be in uniform professionally dressed, neatly groomed, and must conduct himself/herself in a manner that is consistent with the professional standards set by DCTA and its employees.
- 13.4 Prior to the effective date of the agreement, the Proposer shall provide to DCTA a complimentary copy of the company's Employees and/or Security Guard Personnel's Rules and Regulations Manual. In addition, the Proposer will provide a copy of the current manual to all Security Guard Personnel at the time of hiring and before the active-duty date or effective date of the agreement, whichever is the earliest.
- 13.5 Upon immediate notification, the Proposer will terminate any Security Guard Personnel who, DCTA determines to be incompetent as it relates to attendance and/or adhering to applicable rules and regulations set forth by the parties of the agreement.
- 13.6 Security Guard Personnel of the Proposer shall remain on DCTA property only during assigned work schedule shifts, unless otherwise approved by an authorized DCTA official.
- 13.7 Security Guard Personnel of the Proposer shall comply with all safety and security standards and other regulations set forth by DCTA for performing security guard services at facilities. The Proposer is responsible for obtaining and understanding special specifications requirements for each site.
- 13.8 The Proposer is required to perform pre-employment background check on all potential Security Guard Personnel prior to hiring the employee. Under no circumstances shall any Security Guard Personnel hired to perform under this agreement be a convicted felon, nor have any conviction pending.
- 13.9 The Proposer shall have a drug-free policy for all Security Guard Personnel and provide documentation that periodic drug testing is being conducted by an approved medical laboratory on all Security Guard Personnel to this agreement.
- 13.10 If conduct of Security Guard Personnel of the Proposer is found to be unacceptable by DCTA staff the Proposer shall remove them from the roster of personnel supplied to service DCTA.

#### **14. ADDITIONAL PERSONNEL**

- 14.1 Unless prohibited by law, the Proposer will use its best efforts to provide additional personnel and/or Security Guard Personnel as may be requested by DCTA to maintain order by reason of a strike by clients, employees, civil disturbance, riot, or any similar emergency at the current agreement rate.

14.2 Non-Emergency Situations: DCTA agrees to notify the Proposer immediately, but not less than twenty-four (24) hours of its requirement for additional Security Guard security.

14.3 Emergency Situations: An event or crisis that DCTA deems an emergency may require the Proposer to promptly provide additional personnel and/or Security Guard Personnel within a shorter period of time than specified, but at a starting time mutually agreed upon by parties to the agreement.

## **15. CONSISTENCY OF SECURITY GUARD PERSONNEL**

15.1 The Proposer agrees to strive to provide consistent staffing to all facilities in order to minimize training and orientation of the security staff assigned to DCTA facilities.

15.2 The Proposer shall maintain proper safeguards and shall assume legal responsibility and any risks its Security Guard Personnel may assume in performing security guard services under this agreement.

15.3 DCTA does not guarantee police protection and will not be liable for any loss or damage sustained by the Proposer.

## **16. JOB DESCRIPTION FOR SECURITY GUARD PERSONNEL**

### **16.1 Education and Experience:**

Security Guards must be at least 21 years of age, possess a high school diploma or GED equivalent and have at least three (3) years' experience in this field. Security Guard Personnel must possess the ability to meet and interact with the general public and the ability to speak English clearly. (Bilingual - English and Spanish - is helpful but not required). The candidate must be able to follow instructions carefully, write legibly, prepare clear and concise written reports, apply logic, and exercise integrity when dealing with Law Enforcement or medical personnel. Security Guard Personnel must have the ability to maintain poise and self-control under stress.

### **16.2 Background Investigation:**

The Proposer is required to perform criminal background checks on all Security Guard Personnel prior to being assigned to perform under this agreement.

### **16.3 Health and Physical Requirements:**

Security Guards shall be required to take a physical prior to hiring must possess good eye vision, inclusive of corrected eyewear and cannot be colorblind. The candidate must have the natural ability to hear or be equipped with hearing aids. Security Guards must be well proportioned in height and weight and in good health without physical impairments that may interfere or impede job performance.

### **16.4 Job Duties:**

The Security Guard Personnel shall be responsible for the overall security of the site facilities including building interiors, exteriors, surrounding grounds, perimeter fence, and construction areas.

## **17. USE OF DCTA PROPERTY**

- 17.1 In conjunction with the above, all DCTA property, including telephones and computers, shall be used for official DCTA business. The Proposer or Proposer's Security Guard Personnel shall not use DCTA property to conduct personal business for private gain or endeavor. The Proposer will be responsible for any long-distance telephone calls or theft by contracted employees and/or Security Guard Personnel.
- 17.2 The Proposer shall prohibit its employees and/or Security Guard Personnel from disturbing papers on DCTA staff desks, opening desk drawers or cabinets, or utilizing office equipment and supplies furnished by DCTA for official use.
- 17.1 DCTA will provide access to restroom facilities during the hours that Security Guard Personnel are present. Specifics of these locations will be detailed out at the onset of the contract.

## **18. UNIFORMS, ACCESSORIES AND EQUIPMENT PROVIDED BY THE PROPOSER**

### **18.1 Uniforms:**

The Proposer shall be responsible for providing Security Guard Personnel with suitable, custom-fit uniforms. Style, type, color, and dress code standards shall have prior approval by DCTA. Uniform requirements for Security Guard Personnel shall be of the law enforcement style. All uniforms shall be properly labeled with Proposers' company name displayed and include nametag.

Local weather conditions shall be considered in determining the grade and style of the uniforms. However, the Proposer will provide the appropriate seasonal outer garments including winter jackets and rain gear for cold or inclement weather labeled with Proposers' company name. All uniforms shall be properly fitted and maintained for suitable image and appearance. ANSI compliant Hi Vis gear is to be worn at all times.

### **18.2 Accessories and Equipment:**

The Proposer shall be responsible to provide all required accessories and equipment to perform the duties of a security guard. Each security guard shall be supplied with an photo identification card that contains the employee's name, identification number (ID), and the employer's name. The Security Guard Personnel are required to visibly display the ID card on the front of the uniform at all times while on duty at a DCTA facility. The security guard must be equipped with a mobile phone in the event backup assistance is required or Law Enforcement action is required to be called in.

**19. LICENSE**

The Proposer must be licensed to engage in the business of providing commercial security guard services to corporations and municipalities and must be insured in accordance with applicable State and local laws governing security guard services. A copy of the company's license issued by the State of Texas, Texas Commission on Private Security, must accompany the Proposal and be in good standing.

**20. ESTIMATED HOURS**

The estimated hours reflected on the Proposal sheet are merely estimates based on the best available information. Payment to the Proposer will be based on actual hours that Security Guard services are performed. DCTA does not guarantee a minimum number of hours, since the hours may vary depending upon actual needs of DCTA.

**21. DCTA SERVICE LOCATIONS**

The locations include, but are not limited to, the following:

- a. BOM facility is located at 1101 Teasley Lane, Denton, Texas.
- b. DDTC is located at 604 East Hickory Street, Denton, Texas.
- c. DCTA reserves the right to add, delete or change delivery locations during the term of the contract.



## PROPOSAL SUBMITTAL INFORMATION

The responses shall be submitted on standard 8½"x11" standard paper. The proposal shall not exceed 35 single-sided pages. All information must be assembled and indexed in the order described below. Describe the firm, consultant(s), and key staff members who will be directly involved, a list of references, statement of qualifications; and other information relevant to the services offered and expertise provided by the Proposer.

### Method of Delivery:

Hardcopy: The respondent shall submit one (1) signed hardcopy original, three (3) hard copies, and one (1) electronic copy in a searchable format (USB Flash Drive). The proposal is clearly marked with the contents and RFP number on the outside and the company name.

Electronically: DCTA prefers to receive proposals electronically through Periscope S2G. Copies of the documents are available for download at [www.bidsync.com](http://www.bidsync.com).

**Page Count:** shall not include

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

Each proposal shall include the following information:

### COVER LETTER / LETTER OF TRANSMITTAL

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

- Company name, address, telephone number(s), and website.
- Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed.
- A brief statement of your understanding of the services to be performed and a positive commitment to provide services as specified.
- The letter must be signed by a corporate officer or person authorized to bind the proposer to the proposal and cost schedule.
- A statement indicating that the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date and will become part of the contract.
- Provide a list of any and all exceptions taken to the solicitation, if there are none include a statement no exceptions taken. Provide the section number, the language and describe the exception taken included with the cover letter/letter of transmittal. These pages will not be part of the total page count.

## **TAB 1: QUALIFICATIONS AND EXPERIENCE**

- Briefly introduce firm, providing a summary of the administration, organizations and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names for the core management team which will undertake this engagement.
- Identify the Project Manager and each individual who will work as part of this engagement. Include any professional designations and affiliations, certifications and licenses, etc. or other information that will illustrate the technical competence of the proposed personnel.
- Describe experience of the firm in the last 36 months in performing services in similar size and scope, highlighting work in the public sector.
  1. A brief narrative describing each project
  2. Key staff involved
  3. Location of contractors' office(s) where the work was performed
  4. Client's name and reference for each project including phone number.
- Other Projects: The proposal must indicate other contracts currently underway or likely to be undertaken during the period of this contract term by those with a principal role in this contract, their role and their commitment (as a percentage of available time) to those other contracts.
- Demonstrate the firm's knowledge and understanding of the Service required by DCTA.
- Please list any special certifications by firm and/or key employees
- Detail the firm's ongoing personnel training program and drug policy
- Indicate evidence of sufficient personnel to meet the requirements of the solicitation.
- Identify Small, Minority-owned, DBE, and Woman-owned business, if applicable, intended to be utilized on this project.

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

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

Respond to each item of the SCOPE OF SERVICES section 5 through 22 of the scope of work, use the number structure and include the complete language for each item and state the response directly after each item. Example responses (N/A, Agree, Acknowledged or information).

Additionally, this section must:

- Detail the firm's approach to meeting the scope of services defined herein
- Detail the firms understanding of the scope of work, including a detailed project plan outlining major tasks and responsibilities, time frames, and staff assignments.

- Steps for resolving problem escalation
- Response time and goal for resolving problems
- Provide why the firm is pursuing the work and how the firm is qualified to perform the services.
- Describe the ongoing training program provided to Security Guard Personnel and frequency that it is available.

### **TAB 3: REFERENCES**

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

### **TAB 4: PRICING**

The proposed pricing shall include all costs necessary to fully complete the project. DCTA may require firms to provide services after hours and on weekends depending on system needs. Overtime will be scheduled and/or pre-approved by DCTA. Holiday hours are determined by the current calendar year and recognized DCTA holidays. It is the intention of the contract documents to include and require from all proposers, the following pricing information.

- Standard Hourly Rate
- Holiday Hourly Rate
- Overtime Hourly Rate

### **TAB 5: ATTACHMENTS**

The following documents/forms will be completed by the Proposer and must be submitted with the Proposal, acknowledgement of any Addenda issued, certifications and required forms, and any other attachments or acknowledgement required as part of this submittal:

- Bidders Questionnaire
- CIQ Conflict of Interest Questionnaire
- Non-Collusion Affidavit
- Prohibition of Contracts with Companies Boycotting Israel
- Prohibition of Boycott Energy Companies
- Prohibition of Boycott of Firearm entity or Firearm Trade Association
- List of References
- Signed Addenda (If applicable)

**TAB 6: APPENDIX**

Include company brochure, copies of required/relative certifications in this section of response.

Proposer shall submit a detailed response to the RFP. The response shall include sufficient information to enable the DCTA to evaluate the capabilities of the Proposer and its approach to providing the specified services. Best Value will be the base for the evaluation. Unnecessarily elaborate or voluminous responses are neither required nor wanted. The 35-page limit and other requirements described shall be enforced. Discussion of the firm's past experience, which is not related to the specified services, should not be included. The response shall specifically address the issues raised, and provide the information requested.

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

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

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

## EVALUATION AND SELECTION

### 1. GENERAL RESPONSIVENESS

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

### 2. EVALUATION OF PROPOSAL

Proposals will be reviewed for compliance with the requirements of the RFP. Those proposals which are deemed incomplete will be rejected. Proposals will also be scored on the clarity and completeness.

A committee of DCTA staff will evaluate the responses and will make a recommendation for award based on the best value to the agency. Evaluation will be based on the following criteria:

SCORING CRITERIA	WEIGHT
<b>QUALIFICATIONS AND EXPERIENCE, COVER LETTER/LETTER OF TRANSMITTAL</b>  Evaluation based on the proposer's experience in providing similar services as requested by DCTA in this solicitation and demonstrated ability to meet the outlined goals and objectives.	30
<b>REFERENCES: TAB 3, SEE FORM LIST OF REFERENCES</b> <b>SCOPE OF WORK, PROJECT APPROACH, and PROGRAM MANAGEMENT PLAN and SERVICES</b>  The proposers will be evaluated on their ability to demonstrate a well-defined organization structure specifying key personnel to be involved in this project.	40
<b>PRICING</b>  The proposer will be evaluated on the price competitiveness of their submittal, including all costs and fees.	30
<b>Total</b>	100
<b>REQUIRED FORMS AND CERTIFICATIONS</b> All forms, acknowledgment of addenda issued, and other required attachments of the solicitation submittal information sections must be included with the proposal in Tab 5 Attachments. All applicable certifications in Tab 6 Appendix.	Pass/Fail

### **3. TECHNICAL EVALUATION**

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

### **4. INTERVIEWS**

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

### **5. BEST AND FINAL OFFER**

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

### **6. CONTRACT AWARD**

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

## INSURANCE REQUIREMENTS

### RFP 22-03

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

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-VI or greater.

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

#### **COMMERCIAL GENERAL LIABILITY:**

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

**The insurance shall also cover professional liability (errors & omissions) exposures specific to security operations or Vendor shall carry separate professional liability coverage for security operations at or above the CGL per occurrence limit.**

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

#### **BUSINESS AUTO LIABILITY**

to include coverage for:

- Owned/Leased vehicles
- Non-owned vehicles
- Hired vehicles
- Combined Single Limit .....\$1,000,000

#### **WORKERS' COMPENSATION EMPLOYERS' LIABILITY**

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

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

#### **ADDITIONAL INSURED:**



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

**WAIVER OF SUBROGATION:**

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

**COVERAGE PRIMARY:**

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

**NO COMMENCEMENT WITHOUT COVERAGE:**

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

**CERTIFICATES:**

Certificate of Insurance evidencing insurance coverage as required shall be furnished to the Purchasing Manager prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. CERTIFICATES SHALL BE PROVIDED BY BIDDER AND ANYONE INVOLVED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT (not otherwise included under Bidder's coverage), INCLUDING ALL SUBCONTRACTORS. All certificates from Bidder and any subcontractors must be issued reflecting DCTA as the certificate holder. All Certificates of Insurance shall reflect the Denton County Transportation Authority project number. Failure to furnish the required certificates of insurance within the time allowed shall not be considered cause for modification of any contractual time limits. All policies of insurance presented, as proof of compliance with the above requirements shall be on forms and with insurance companies approved by DCTA. All such insurance policies shall be provided by insurance companies having a Best's rating of A-VI rating or greater as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-VI will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing prior to the award of the Contract. Certificate of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location, and the cancellation clause as required below.

**NO LAPSE OR CANCELLATION:**

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

**BREACH:**

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

## **GENERAL TERMS AND CONDITIONS**

### **1. CANCELLATION**

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

### **2. EVALUATION AND AWARD OF CONTRACT**

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

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

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

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

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

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

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

### **3. ADDENDUM**

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

### **4. PROOF OF INSURABILITY**

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

## **5. CONFIDENTIALITY**

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

## **6. TAXES**

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

## **7. INDEMNIFICATION**

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

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

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

**8. PAYMENT**

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

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

[accountspayable@dcta.net](mailto:accountspayable@dcta.net)

**9. ASSIGNMENT**

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

**10. VENUE**

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

**11. INDEPENDENT CONTRACTOR**

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

**12. TERMINATION / DISPUTE RESOLUTION****Termination for Convenience of DCTA**

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

**Termination for Default**

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

resulting from the Contractor's refusal or failure to complete the work within the specified time or not performed in a good workmanship like manner, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DCTA in completing the work.

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

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

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

#### **Termination of Force Majeure**

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

#### **Disputes**

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

### **13. PROTEST PROCEDURES**

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

### **14. ADMINISTRATIVE REMEDIES**

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

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

#### **15. OPEN RECORDS**

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

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

#### **16. CONTRACT**

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

#### **17. PROHIBITION OF BOYCOTT ISRAEL**

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

#### **18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES**

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

#### **19. PROHIBITION OF BOYCOTT ENERGY COMPANIES**

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

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



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

## **21. RELATIONSHIP AND WORK IN GENERAL**

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

## **22. ASSIGNMENT OF PERSONNEL**

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

## **23. EMPLOYMENT OF PERSONNEL**

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

## **24. EMPLOYMENT OF VETERANS**

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

## **25. USE OF SUBCONTRACTORS**

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

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

## **26. DBE SUBCONTRACTS**

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

## **27. INSPECTION OF WORK**

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

**28. COPYRIGHT**

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

**29. PROPRIETARY RIGHTS**

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

**30. OWNERSHIP OF DOCUMENTS**

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

**31. MAINTENANCE OF RECORDS**

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

**32. CHANGES BY CONTRACTOR**

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

**33. WRITTEN ACCEPTANCE BY DCTA**

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

**34. CHANGE ORDERS / CONTRACT MODIFICATIONS**

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

**35. WHOLE AGREEMENTS**

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

**36. PARTIAL INVALIDITY**

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

### **37. TITLES AND HEADINGS FOR CONVENIENCE ONLY**

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

### **38. COMPENSATION**

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

### **39. PROMPT PAYMENT**

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

### **40. RETAINAGE**

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

### **41. MINORITY OWNED FINANCIAL INSTITUTIONS**

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

### **42. NON-DISCRIMINATION**

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future solicitations as non-responsible

**43. GRATUITIES**

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

**44. FUNDING**

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

**45. FEDERAL FUNDS**

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

**46. PROCUREMENT OF RECOVERED MATERIALS**

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

**47. SILENCE OF SPECIFICATIONS**

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



March 4, 2022

**ADDENDUM NO. 1**

**RFP 22-03**

**Unarmed Uniformed Security Guard Services**

**Questions & Answers:**

All questions posed by Vendors, along with the respective answers, are attached. Please refer to page 2 of this document.

**Addendum 1 Attachments:**

Attachment A Contract

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

*Geri Osinaike*

Geri Osinaike  
Senior Procurement Specialist

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_  
Firm/Representative

No	Date	Question	Response	Exhibit 1 Date
1	2/14/2022	Is DCTA requesting pricing for the initial period of approximately 2 years?	Yes, prices is for the initial term, the hourly rates.	3/4/2022
2	2/16/2016	Who was the previous vendor?	Blackstone Security Services of Texas, Inc is the current provider	3/4/2022
3	2/20/2022	What was their rate for the unarmed security officer?	Overnight officers = \$17.88/hour Daytime officers at DDTC = \$15.39/hour	3/4/2022
4	2/20/2022	How many officers per shift are required	One officer per shift	3/4/2022
5	2/28/2022	Who is the current incumbent?	Blackstone Security Services of Texas, Inc is the current provider	3/4/2022
6	2/28/2022	When was the current incumbent awarded the contract? Could you please provide us copy of current contract?	The contract was awarded April 6, 2017. See Attachment A	3/4/2022
7	2/28/2022	Are there any subcontractors being used for the current contract?	Not to my knowledge	3/4/2022
8	2/28/2022	What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.)	The current contract term is 2 years and 3 optional 1 year renewals	3/4/2022
9	2/28/2022	What was the start date of the initial contract?	The current contract commenced on April 6, 2017	3/4/2022
10	2/28/2022	What was the amount spent in the last 12 months?	Twelve rolling months = \$119,167.81 (March 2021 - February 2022)	3/4/2022
11	2/28/2022	What was the total spent in the last in the last billed month?	\$2,708.82 BOM, \$1,546.70 DDTC \$3,093.24 BOM, \$241.99 DDTC (Had the DDTC closed for a period of time which impacted the invoice amount)	3/4/2022
12	2/28/2022	Are there any other rates billed separately (such as equipment, vehicles, etc.)	There is a phone app to track officer movements and to allow for officer check-ins that is billed at \$65 a month	3/4/2022
13	2/28/2022	Did the previous contract have liquidated damages?	Not to my knowledge	3/4/2022
14	2/28/2022	Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for	No there have not been any changes to this agreement.	3/4/2022
15	2/28/2022	What was the amount spent on this contract last year?	FY21 total expenditure \$114,720.50	3/4/2022
16	2/28/2022	What is the estimated total number of annual hours for this contract?	In FY21 the hours used were 3,784.75 for the overnight and 2,900.5 for the daytime hours at the DDTC with an annual total of 6,685.25 hours.	3/4/2022
17	2/28/2022	What is the current bill rate for each position?	Overnight officers = \$17.88/hour Daytime officers at DDTC = \$15.39/hour	3/4/2022
18	2/28/2022	Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc.	The services are covered in the scope, language is included under noted sections that DCTA may make adjustments as needed.	3/4/2022
19	2/28/2022	Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?	No	3/4/2022
20	2/28/2022	Is the current contract using vehicles? If yes, how many?	Yes there is one car, provided by the vendor, stationed at the Bus O&M.	3/4/2022
21	2/28/2022	Will your agency hold a public opening? If yes, can you please provide with the date, time, and location?	No, this is a request for Proposal	3/4/2022
22	2/28/2022	Where can I obtain a current listing on approved DBE firms?	Contact the DBE Liaison Officer: Athena Forrester, send a email to aforrester@dcta.net	3/4/2022
23	2/28/2022	Though the solicitation does not present a DBE goal percentage, the provided reference link suggests a 10% goal to be met. Will 10% satisfy DCTA DBE goal expectations or is there a better	There is not a DBE goal percentage for additional information go to <a href="https://www.dcta.net/contact-us/foia">https://www.dcta.net/contact-us/foia</a> and submit a request.	3/4/2022



# VETS SECURING AMERICA

Response to RFP No. 22-03:

Unarmed Uniformed Security Guard Services

# DCTA



Submitted to:  
**Denton Country  
Transportation Authority**  
Electronic Submission

Submitted by:  
**Vets Securing America**  
Gerald A. Gregory, Founder and President  
3363 E. Commerce Street, Suite 132  
San Antonio, TX 78220  
[jerry@vetssecuringamerica.com](mailto:jerry@vetssecuringamerica.com)

## Cover Letter



# VETS SECURING AMERICA

(800) 441-1808  
vetssecuringamerica.com

3363 E. Commerce Street, Suite 132  
San Antonio, TX 78220



Licensed  
Nationwide

March 17, 2022

Denton County Transportation Authority  
(Electronic Submittal)

### **Response to RFP No. 22-03: Unarmed Uniformed Security Guard Services**

Vets Securing America (VSA) commits to offering the Denton County Transportation Authority (DCTA) with unarmed uniformed security guard services for Bus Operations and Maintenance (BOM) facility and the Downtown Denton Transit Center (DDTC).

To each of our clients, we show the utmost gratitude as candidates for security services, and with that gratitude comes a commitment to quality and consistency.

If awarded this contract, VSA will provide DCTA with unarmed uniformed security guard services, ensuring to perform the work specified at the BOM facility and DDTC and be bound by the terms set forth by DCTA.

VSA capabilities are evidence by the fact that we are currently responsible for providing high quality security services to 126 counties throughout Texas. Further, we have previous experience filling security requirements for varying contract lengths and extensive transit and government facilities alike including the Texas Department of Transportation (TxDOT), the Brownsville Public Utilities Board, and Bexar County.

### **Statement of Understanding**

VSA understands the services to be performed and will ensure positive commitment to provide services as specified for DCTA.

### **Statement of Validity**

The proposal and cost schedule provided herein will be valid and binding for ninety (90) days following the proposal due date and will become part of the contract, should award be presented to VSA.

### **Exception Statement**

VSA takes no exceptions with the contents found throughout the DCTA solicitation and is ready to proceed accordingly.



As the signer of this proposal, I am an official corporate officer of VSA listed on file as an authorized representative and signatory. In the event you require further information, please contact me at any time. We look forward to the opportunity to continue to demonstrate the value of our work to DCTA.

Respectfully,



**Gerald Gregory,  
Founder and President**

Vets Securing America

3363 E. Commerce Street, Suite 132, San Antonio, TX 78216

Phone: (800) 441-1808

Email: [jerry@vetssecuringamerica.com](mailto:jerry@vetssecuringamerica.com)

Website: <https://vetssecuringamerica.com/>

*Please include Mr. Weissman in all requests for information and correspondence as he holds a complementary position.*

**Craig Weissman,  
Vice President**

Vets Securing America

Phone (800) 441-1808

Email: [craig@vetssecuringamerica.com](mailto:craig@vetssecuringamerica.com)

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## Tab 1: Qualifications and Experience

### Brief Introduction of Firm

VSA is a corporation, founded in 2008, fully equipped with licenses, resources, personnel, and offices that meet a nationwide need for security services. Over the past 13 years, VSA has successfully provided security services to both federal and commercial clients.

VSA employs over 4,000 guards and staff in various cities nationwide. This wide network facilitates the diverse demand of unique requests which include unarmed security guards, loss prevention, surveillance solutions, mobile patrols, and security consulting.

Though VSA has an immense network of resources and financial strength, we handle each client and contract as if they are our only priority. Our corporate management works to maintain quality assurance by communicating client needs throughout the contract term. Further, each client is a cog that connects VSA and demands our attentiveness, care, and loyalty.

### Local Arlington Office

To support our national headquarters, VSA has erected offices in strategic locations across the United States. Though the main points of contact through procurement are in San Antonio, the operations of the contract will be executed primarily out of our Arlington location, under the supervision of Project Manager, Stephen Wilson. VSA will always operate out of offices that are as close to the client as possible to ensure merits that include but are not limited to:

- ❖ Faster response time from support staff in the same time zone
- ❖ Increased area familiarity thanks to our local staff
- ❖ Decreased costs via locally conducted operations

Vets Securing America  
2401 Avenue J, Suite 215  
Arlington, TX 76006

### Summary of the Administration

Serving a variety of clients has helped us develop our staff and training regimen. Further, we have been able to hire and retain key personnel among major regions across the U.S. Such personnel, who will be involved in the execution of an awarded contract, includes the following:

**Gerald A. Gregory, Founder and President**, will ensure quality control and staffing procedures meet their targets, and bring logistical, technical, and technological expertise to the project. He is uniquely aware of the DCTA's needs and has extensive experience meeting state and federal standards for security services. Mr. Gregory has personally overseen dozens of security guard contracts and is apt at transitions, swift issue resolutions, and tailored security guard program approaches.



Licenses & Certificates:

Private Investigator

Awards:

1998: Received the national leadership award from the National Republican Congressional Committee and was appointed Honorary Co-Chairman of the Business Advisory Council.

1999: Named "Businessman of the Year" by the *National Republic Committee*. Listed in *USA Today*.

2003: Was awarded the Republican Senatorial Medal of Freedom, the highest honor a Republican member of the US Senate can bestow.

**Deputy Chief Aaron Pann, Vice President**, presents a diversified background as a Military-trained security specialist with a distinguished military career in leading the planning, security, communications, technology, and operations of organizations throughout the United States and worldwide. Mr. Pann has experience in cross-functional team building and leadership, multi-cultural communication, change management, organizational development, and quality/ performance improvement. Deputy Chief Pann has received numerous commendations and awards for outstanding leadership, general management, and field operations.



Military Awards:

- Commendation Medal (2), USA
- Achievement Medal (3), USA
- Global War on Terrorism Service Medal, USA
- Iraq Campaign Medal
- Expeditionary Medal
- Good Conduct Medal, USA
- National Defense Service Medal (2), USA
- Basic Training Ribbon, USA

**Craig Weissman, CFE, VSA's Vice President of Contract Compliance**, will guarantee our conformity with all specifications, and oversee other operations and deployment measures to make for an exceptional security response. He has over 20 years' experience in the security industry, most recently conducting financial review audits, financial fraud examinations, due diligence investigations, and the corporate restructuring of several companies.



**Certifications:**

Certified Fraud Examiner (CFE)

**Leticia Wenzel, Chief Compliance Officer**, has over 13 years managing different rental properties throughout the state of Texas. During her extensive time as property manager, she chose and hired different security companies to patrol the multiple complexes she managed. This experience helped her develop a client-oriented approach to business, learning more about gaps in service and details that may otherwise go unnoticed by the parties involved. Though insight and experience to security procedures are major priorities for VSA, there is a similar need to better understand the client's expectations. Ms. Wenzel offers crucial client perspective that improves the coordinated security services to be provided. Ms. Wenzel has been extraordinarily successful in using her managerial and communicative approaches as Chief Compliance Officer for VSA, a position that she has held for over half a decade.



**Jose Aguilar, Director of Risk Management**, has 28 years of experience in the Claims Management field. He has been responsible for such duties as overseeing new and established claims through closure; interacting with injured employees, managers, medical facilities, claim adjusters, defense attorneys, and third-party administrators; participating in claims review, depositions, hearings, mediations, and arbitrations; conducting internal investigations for work injuries for potential exposure and/or liability; and working collaboratively to enhance safety programs on current injury trends to prevent future injuries/liabilities.

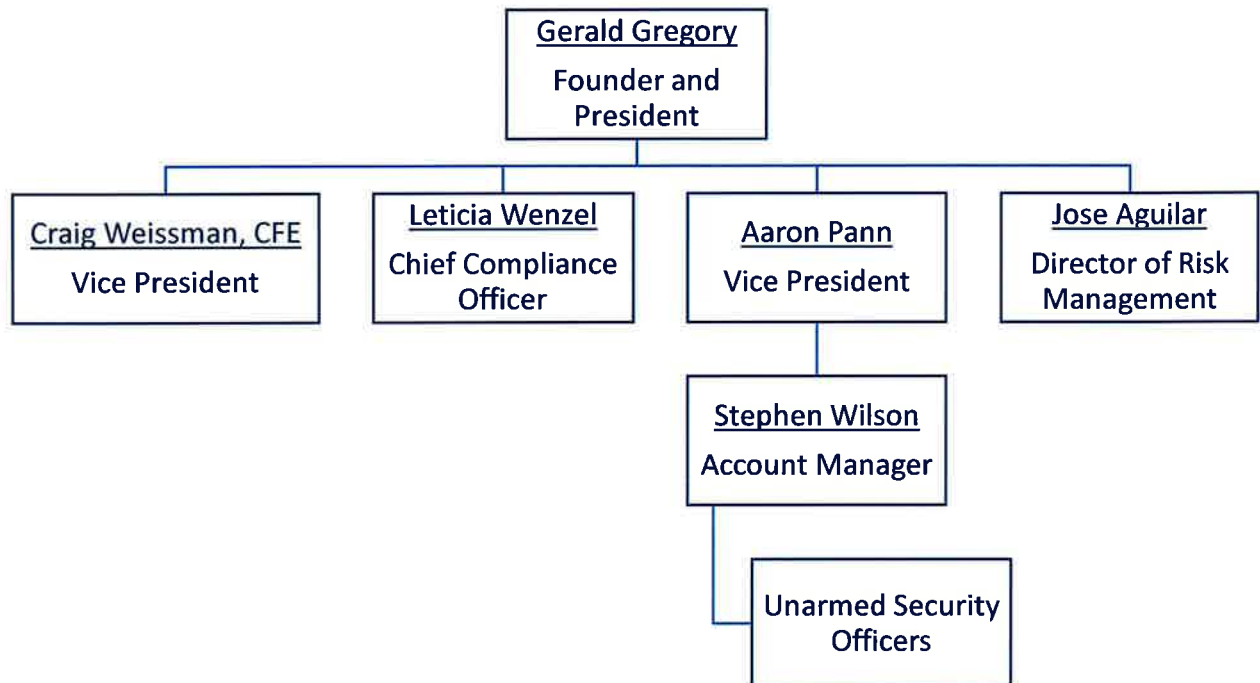


**Stephen Wilson, Proposed Project Manager**, brings over thirty years of security experience to VSA, twenty-six of which were spent with the United States Air Force. Some of Mr. Wilson's security specialties include physical security, homeland security, counterterrorism, security consulting, security management, sensor security systems, and law enforcement. Mr. Wilson is our current Regional Security Manager, centrally located in San Antonio. His experience and locality to DCTA make him a highly appropriate account manager for this contract.



## Organizational Chart

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## Similar Contracts

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### **Texas Department of Transportation**

**Brief Description of Work:** VSA provides on-site, uniformed unarmed, uniformed armed or armed plainclothes security guards and dedicated vehicular patrol guards for various TxDOT locations. Security guards' responsibilities include monitoring all security systems including burglary, fire, and closed circuit television (CCTV) systems; reporting any maintenance problems to TxDOT building facility manager; completing Electronic Daily Security Report forms; assisting the TxDOT building facility manager and TxDOT Security Branch in implementing TxDOT procedures for all fire alarms, bomb threats, and other emergencies; randomly checking all boxes and containers taken out of the building; providing temporary access cards to visitors; providing access control; and providing security patrols.

**Key Staff Involved:** Aaron Pann, Leticia Wenzel, Gerald Gregory

**VSA Local Office Address:** 3363 E. Commerce St. Suite 132, San Antonio, TX 78220

**Contract Title:** Security Guard Services

**Point of Contact:** Peter Sissons, [peter.sissons@txdot.gov](mailto:peter.sissons@txdot.gov), (713) 876-4172

### **Bexar County:**

**Brief Description of Work:** VSA provides commissioned (armed) and non-commissioned (unarmed) Security Officers for twenty-two (22) locations throughout Bexar County. Security officers perform supervision to protect County patrons, employees, tenants and property. Security officers duties include reporting any damage to the County, including but not limited to: gates, fences, lights, vehicles and ground, monitoring for unauthorized vehicle traffic and unauthorized parking by non-county employees or tenants, reporting and recording incidents on parking violations and more.

**Key Staff Involved:** Aaron Pann, Leticia Wenzel, Gerald Gregory, Craig Weissman

**VSA Local Office Address:** 3363 E. Commerce St. Suite 132, San Antonio, TX 78220

**Contract Title:** Security Guard Services

**Point of Contact:** Ponch Garcia, [bponchgarcia@bexara.org](mailto:bponchgarcia@bexara.org), (210) 596-2280

### **Brownsville Public Utilities Board:**

**Brief Description of Work:** VSA provides armed security guard services for multiple BPUB facilities in Brownsville, Texas. Facilities include water treatment plants, water towers, wastewater treatment plants, a power plant, electric substations, wastewater lift stations, office buildings, and other utility facilities. Also, VSA provides roving patrol security guard services in and around BPUB's properties on a 24-hours-a-day, 7-days-a-week basis.

**Key Staff Involved:** Aaron Pann, Leticia Wenzel, Gerald Gregory, Craig Weissman

**VSA Local Office Address:** 3363 E. Commerce St. Suite 132, San Antonio, TX 78220

**Contract Title:** Security Guard Services

**Point of Contact:** Eduardo Martinez, [emartinez@brownsville-pub.com](mailto:emartinez@brownsville-pub.com), (956) 983-6263

## **Other Projects**

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Though we currently hold other contracts, there is no limitation in the commitment to be made should DCTA award VSA with this contract. We can balance our commitments as we are equipped with a Class-A National Dispatch Center which operates 24 hours a day, seven days a week. This dispatch center helps with greater connectivity but our capabilities can be similarly verified by the other clients we have serviced through direct and associated work like staffing the Texas Department of Transportation (TxDOT), Sun Link and Sun Tran for City of Tucson, the Metropolitan Atlanta Rapid Authority, and the New York City Department of Transportation. Serving these agencies culminated in positive responses to security measures, reporting maintenance problems, completing Electronic Daily Security Report Forms, and coordination with local officials.

## **Knowledge and Understanding of Service required by DCTA**

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VSA is well-equipped to meet the provisions outlined in the scope of work. While the main security guard services will focus on regular patrol and the overall security of the site facilities including building interiors, exteriors, surrounding grounds, perimeter fence, and construction areas, VSA will similarly be available for various company functions, as needed. VSA further understands the provisions needed based on the request for multiple locations during operational hours as well as overnight monitoring. VSA understands this request is made for unarmed uniformed security guard services to patrol the BOM facility and the DDTC facility

Our client-base has consistently asked for security services that follow a mission to provide a safe, reliable system and the various logistics that come with innovative technologies and operations. VSA recognizes the dynamic environment of security services and the possibility for changes made to the scope of basic services. In this way and given ample time, VSA is fully prepared to modify the scope of basic services provided in any agreement with DCTA. So long as changes are submitted in writing and agreed upon, VSA is fully prepared to meet the execution of updated provisions.

## **Ongoing Personnel Training and Drug Policy**

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Details relating to our ongoing personnel training and drug policy are specifically outlined and included in our **Five Step Employment Plan**. This plan, fully explained below under Tab 2, explains how we integrate ongoing personnel training throughout the life of a contract. Our employment plan includes the regular training of staff according to specific site needs as well as training for additional guards to step in and ensure no site is left uncovered during unexpected situations. This plan includes details regarding our zero-tolerance policy toward drug or alcohol abuse and how we include procedures that help mitigate the likelihood of these issues occurring.

## **Identify Small, Minority-Owned, DBE, and Woman-owned business to be utilized**

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VSA is does not fall under these designations and will not utilize of these entities for this contract.



### **Indicate evidence of sufficient personnel**

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VSA has 4,000 security personnel servicing hundreds of clients, diverse in size and industry, aided by regional branches across the United States. VSA ensures proper recruitment and staffing by practicing the security industry standard of hiring upon contract award.

## Tab 2: Scope of Work, Project Approach, Program Management Plan and Services

### Project Approach

Though the scope of work may be comprehensive, VSA is dedicated to the dialogue with DCTA needed to discover and address site-based needs. During the transition period prior to contract start, we will employ our *tailored approach* philosophy to meet DCTA's exact needs and any challenges that may present themselves. Our 3i approach will be used to discover site-based needs, apply complementary procedure, execute the responsibilities set forth by DCTA, and is as follows:

❖ I-1 Inception Stage:

The start of this tailored approach explores the best practices and solutions based on project specifications, client needs, and inherent environmental challenges. VSA subject matter experts (SME) and strategic security planners utilize their pre-existing security expertise and conduct independent research to provide insight that is not readily apparent to the client or even other security firms. This is done to craft solutions specific to DCTA requests, develop flexibility, and expand upon provided expectations.

❖ I-2 Implementation Stage:

Upon award, we begin implementing the solutions identified in the Inception Stage for a swift, efficient, streamlined process. This quick transition is applied equitably across DCTA facilities and locations.

❖ I-3 Iteration Stage:

This stage represents the ongoing maintenance of contract performance levels and quality of service. This includes comprehensive monitoring and supervision practices as well as effective complaint resolution. The Iteration stage is in place for the continued attention to quality control, quality feedback, and quality assurance.

In our mission to fully satisfy the requests made in the request for proposal, we encourage DCTA to assist in discovering areas of concern and crafting solutions collaboratively.

### Scope of Services

#### 5. Locations

- a. BOM facility located at 1101 Teasley Lane, Denton, Texas
- b. DDTC facility located at 604 East Hickory Street, Denton, Texas.

VSA: Acknowledged.

#### 6. Regular Schedule

Schedule shall provide sufficient coverage for one unarmed uniformed security guard. All times are listed in central standard time:

#### 6.1 DDTC Schedule: During operational Hours

- a. Monday through Friday, 6:45 a.m. – 6:15 p.m.

#### 6.2 BOM and DDTC Schedule: Overnight monitoring of both facilities

- a. Monday through Thursday, arriving at 11:00 p.m. and departing at 5:00 p.m.
- b. Friday arriving at 11:00 p.m. and departing at 6:00 a.m. Saturday
- c. Saturday arriving at 8:00 p.m. with continuous coverage all day Sunday until Monday at 5:00 a.m.

VSA: Acknowledged.

### 7. Holiday Schedule

On DCTA observed holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas), Security Guard Personnel shall arrive at 8:00pm the day prior to the holiday and provide continuous coverage all day on the holiday until the following day when the regular schedule is resumed.

DCTA will specify additional patrol and monitoring activities, if necessary, on days during the holiday schedule.

VSA: Acknowledged.

### 8. Spot Checks

#### DDTC Schedule: During operational hours

While on the premises during the DDTC Schedule, spot checks shall be made and documented a minimum once hourly throughout the property on a random basis. This should include the entire outside of the building, the porch, bus platform (including shelters), and the parking lot.

If minor issues are identified, the security personnel shall notify DCTA staff for guidance on how to address. Any suspicious or unlawful activity observed shall be reported to local law enforcement and an incident report shall be submitted to DCTA staff.

#### BOM and DDTC Schedule: Overnight monitoring of both facilities

While on the premises of DCTA property, spot checks shall be made and documented a minimum once hourly at both location's (BOM and DDTC) throughout the properties on a random basis.

On weekdays, Monday through Friday, security personnel shall report to the DDTC at 4:30 am and remain there until the end of their shift at 5:00 am and be visible at the DDTC to ensure the safety of DCTA staff arriving and opening that location. If requested, Security Guard Personnel shall escort staff from personal vehicles to the office entrances.

VSA: Acknowledged.

## 9. Patrols

Patrols should be in a marked vehicle supplied by the Proposer and Security Guard Personnel of the Proposer shall be uniform at all times while on the DCTA property and have appropriate identification. In addition to vehicle surveillance, Security Guard should walk the perimeter of the building and on the porch area. During the performance of these duties, Security Guard should report any suspicious or unlawful activity to local law enforcement and submit an incident report to DCTA. Documentation of patrols shall be supplied by the Proposer in an agreed upon format established between the parties (e.g., time clock checks with equipment supplied by the Proposer, etc.).

VSA: Acknowledged.

## 10. Performance

Proposer shall meet the following requirements:

10.1 The Proposer will be required to furnish manpower labor, all job-related materials, including uniforms, identification, office supplies, including logs and other equipment necessary to perform such work as identified in the solicitation.

10.2 The Proposer will be required to furnish unarmed, uniformed security guard personnel and specified equipment as described by DCTA.

10.3 Proposer must demonstrate the expertise, qualifications, and experience to provide competent security staff and related services.

10.4 Proposer must have an adequate financial resource or the ability to obtain such resources as required.

10.5 Proposer must be able to comply with the required or proposed delivery schedule.

10.6 Proposer must have a satisfactory record of performance.

10.7 Proposer must demonstrate the expertise, qualifications, and experience to provide competent security staff and related services.

a. A summary of the company and qualifications shall be submitted as part of the Proposal, detailing security guard services provided to previous or current public entities similar in size to the DCTA; evidence of an ongoing Security Guard Personnel training program and drug policy; evidence of sufficient Security Guard Personnel to meet the requirements of the contract, detailed written recruitment and selection procedures; and, current number of employees, locally and nationally (if applicable).

b. Proposer must provide three (3) customer references and a detailed description, types and complexity of the services performed. The services must have been performed within the last three (3) years.

VSA: Acknowledged.

## 11. Compliance with Applicable Laws and Government Regulations

The Proposer shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the contract requirements specified herein. The Proposer shall comply with regulations governing security guard personnel, including minimum wages set forth by the Department of Labor and Equal Employment Opportunity.

VSA: Acknowledged.

## 12. Proposer Responsibilities

12.1 The Proposer will be responsible for providing direct supervision to its Security Guard Personnel and designate a Manager who must be available between the hours of 8:00 AM and 5:00 PM on weekdays in the event a DCTA official needs to consult him/her regarding Security Guard Personnel matters. Prior to effective date of the agreement, the Proposer will meet with each department representative to review work assignments.

12.2 DCTA shall have no direct supervisory authority over Security Guard Personnel, except as expressly agreed upon herein and in emergency situations where the exercise of supervision by the DCTA becomes necessary.

12.3 The Proposer will provide the name and telephone number of the company official who has, implied or expressed, supervisory authority to represent the company and update throughout the term of the services. Supervision shall include unannounced on-site inspections as reflected herein.

12.4 The proposer or designated Manager with supervisory authority must be available to receive instructional information from DCTA or its official regarding the scope of work, including revisions to the number of required Security Guards, work schedule or the perimeter of area to patrol by the Proposer's Security Guard Personnel.

12.5 The Proposer shall provide an after-hours emergency telephone number for contacting a Supervisor or Manager and update throughout the term of the services.

12.6 The Proposer will be required to provide signed records indicating that security guards have been trained and understand their assignments. Guards will not be permitted to serve at the location without the signed document, with a copy to be provided to DCTA prior to commencing work.

VSA: Acknowledged.

## 13. Security Guard Personnel

13.1 The Proposer shall employ a staff that is skillfully trained in the duties of performing security services. The Proposer is required to provide all job-related training to Security Guard Personnel assigned to this agreement.

13.2 All security work performed under this agreement shall be performed with utmost regard to the security and safety of the assigned security guards, DCTA staff, Proposers, the general public and citizens.



13.3 The Proposer's Security Guard Personnel, while on DCTA property shall be in uniform professionally dressed, neatly groomed, and must conduct himself/herself in a manner that is consistent with the professional standards set by DCTA and its employees.

13.4 Prior to the effective date of the agreement, the Proposer shall provide to DCTA a complimentary copy of the company's Employees and/or Security Guard Personnel's Rules and Regulations Manual. In addition, the Proposer will provide a copy of the current manual to all Security Guard Personnel at the time of hiring and before the active-duty date or effective date of the agreement, whichever is the earliest.

13.5 Upon immediate notification, the Proposer will terminate any Security Guard Personnel who, DCTA determines to be incompetent as it relates to attendance and/or adhering to applicable rules and regulations set forth by the parties of the agreement.

13.6 Security Guard Personnel of the Proposer shall remain on DCTA property only during assigned work schedule shifts, unless otherwise approved by an authorized DCTA official.

13.7 Security Guard Personnel of the Proposer shall comply with all safety and security standards and other regulations set forth by DCTA for performing security guard services at facilities. The Proposer is responsible for obtaining and understanding special specifications requirements for each site.

13.8 The Proposer is required to perform pre-employment background check on all potential Security Guard Personnel prior to hiring the employee. Under no circumstances shall any Security Guard Personnel hired to perform under this agreement be a convicted felon, nor have any conviction pending.

13.9 The Proposer shall have a drug-free policy for all Security Guard Personnel and provide documentation that periodic drug testing is being conducted by an approved medial laboratory on all Security Guard Personnel to this agreement.

13.10 If conduct of Security Guard Personnel of the Proposer is found to be unacceptable by DCTA staff the Proposer shall remove them from the roster of personnel supplied to service DCTA.

VSA: Acknowledged.

#### **14. Additional Personnel**

Unless prohibited by law, the Proposer will use its best efforts to provide additional personnel and/or Security Guard Personnel as may be requested by DCTA to maintain order by reason of a strike by clients, employees, civil disturbance, riot, or any similar emergency at the current agreement rate.

14.2 Non-Emergency Situations: DCTA agrees to notify the Proposer immediately, but not less than twenty-four (24) hours of its requirement for additional Security Guard security.

**14.3 Emergency Situations:** An event or crisis that DCTA deems an emergency may require the Proposer to promptly provide additional personnel and/or Security Guard Personnel within a shorter period of time than specified, but at a starting time mutually agreed upon by parties to the agreement.

VSA: Acknowledged.

## **15. Consistency of Security Guard Personnel**

**15.1** The Proposer agrees to strive to provide consistent staffing to all facilities in order to minimize training and orientation of the security staff assigned to DCTA facilities.

**15.2** The Proposer shall maintain proper safeguards and shall assume legal responsibility and any risks its Security Guard Personnel may assume in performing security guard services under this agreement.

**15.3** DCTA does not guarantee police protection and will not be liable for any loss or damage sustained by the Proposer.

VSA: Acknowledged.

## **16. Job Description for Security Guard Personnel**

### **16.1 Education and Experience:**

Security Guards must be at least 21 years of age, possess a high school diploma or GED equivalent and have at least three (3) years' experience in this field. Security Guard Personnel must possess the ability to meet and interact with the general public and the ability to speak English clearly (Bilingual – English and Spanish – is helpful but not required). The candidate must be able to follow instructions carefully, write legibly, prepare clear and concise written reports, apply logic, and exercise integrity when dealing with Law Enforcement or medical personnel. Security Guard Personnel must have the ability to maintain poise and self-control under stress.

### **16.2 Background Investigation:**

The Proposer is required to perform criminal background checks on all Security Guard Personnel prior to being assigned to perform under this agreement.

### **16.3 Health and Physical Requirements:**

Security Guards shall be required to take a physical prior to hiring must possess good eye vision, inclusive of corrected eyewear and cannot be colorblind. The candidate must have the natural ability to hear or be equipped with hearing aids. Security Guards must be well proportioned in height and weight and in good health without physical impairments that may interfere or impede job performance.

### **16.4 Job Duties:**

The Security Guard Personnel shall be responsible for the overall security of the site facilities including building interiors, exteriors, surrounding grounds, perimeter fence, and construction areas.

VSA: Acknowledged.

## 17. Use of DCTA Property

17.1 In conjunction with the above, all DCTA property, including telephones and computers, shall be used for official DCTA business. The Proposer or Proposer's Security Guard Personnel shall not use DCTA property to conduct personal business for private gain or endeavor. The Proposer will be responsible for any long-distance telephone calls or theft by contracted employees and/or Security Guard Personnel.

17.2 The Proposer shall prohibit its employees and/or Security Guard Personnel from disturbing papers on DCTA staff desks, opening desk drawers or cabinets, or utilizing office equipment and supplies furnished by DCTA for official use.

17.3 DCTA will provide access to restroom facilities during the hours that Security Guard Personnel are present. Specifics of these locations will be detailed out at the onset of the contract.

VSA: Acknowledged.

## 18. Uniforms, Accessories, and Equipment

### 18.1 Uniforms:

The Proposer shall be responsible for providing Security Guard Personnel with suitable, custom-fit uniforms. Style, type, color, and dress code standards shall have prior approval by DCTA. Uniform requirements for Security Guard Personnel shall be of the law enforcement style. All uniforms shall be properly labeled with Proposer's company name displayed and include nametag.

### 18.2 Accessories and Equipment:

The Proposer shall be responsible to provide all required accessories and equipment to perform the duties of a security guard. Each security guard shall be supplied with an photo identification card that contains the employee's name, identification number (ID), and the employer's name. The Security Guard Personnel are required to visibly display the ID card on the front of the uniform at all times while on duty at a DCTA facility. The security guard must be equipped with a mobile phone in the event backup assistance is required or Law Enforcement action is required to be called in.

VSA: Acknowledged.

## 19. License

The Proposer must be licensed to engage in the business of providing commercial security guard services to corporations and municipalities and must be insured in accordance with applicable State and local laws governing security guard services. A copy of the company's license issued by the State of Texas, Texas Commission on Private Security, must accompany the Proposal and be in good standing.

VSA: Acknowledged.



## 20. Estimated Hours

The estimated hours reflected on the Proposal sheet are merely estimates based on the best available information. Payment to the Proposer will be based on actual hours that Security Guard services are performed. DCTA does not guarantee a minimum number of hours, since the hours may vary depending upon actual needs of DCTA.

VSA: Acknowledged.

## 21. DCTA Service Locations

The locations include, but are not limited to, the following:

- a. BOM facility is located at 1101 Teasley Lane, Denton, Texas.
- b. DDTC is located at 604 East Hickory Street, Denton, Texas.
- c. DCTA reserves the right to add, delete or change delivery locations during the term of the contract.

VSA: Acknowledged.

## Understanding of Scope and Project Plan

VSA understands that at the heart of this contract is the competence, reliability, and trustworthiness of its security professionals. Accordingly, VSA has created a multi-dimensional **Five Step Employment Plan**, including rigorous guard screening and vetting that guarantees the most competent, reliable, and trustworthy security personnel that are qualified and licensed to carry out their duties.

## Approach to Meeting the Scope

VSA's Five Step Employment Plan is as follows:

### Step One: Recruitment

We will recruit potential candidates by running advertisements on various online platforms, allowing us to reach the largest number of candidates possible at little to no overhead cost to DCTA. Online recruitment simultaneously lessens environmental impact by reducing paper and plastic waste. The VSA recruitment team is responsible for outreach to previous and potential candidates.

### Step Two: Screening

Given how important proper character and temperament are to being a security guard, we maintain a strict and rigorous screening process that is comprised of three stages, each of which screens various aspects of our applicants:

#### 1. Automated Screening

**Aspects Screened/Vetted:** Qualifications/Licenses/Education/Experience

Using proprietary software, VSA creates an online checklist comprised of both DCTA and VSA-required qualifications for candidates, which will be checked

against all incoming job applications. Inadequate and incomplete applications will be immediately omitted, and qualified applications will be saved to a short-list.

Automated screening occurs continuously 24/7 without human assistance, saving VSA time and money, allowing for the best price submitted to DCTA.

## 2. In-Person Assessments

### **Aspects Screened/Vetted:** Character/Temperament/Personality

We will contact all short-listed candidates for an in-office interview with VSA employees from multiple departments including the recruiter, a Human Resources representative, and the scheduler.

The purpose of an intense review process is to screen unqualified candidates as well as those that may become troublesome later in their employment. Thorough assessments and in-person interviews are a major aide in hiring the most courteous and competent guards that will be assigned to DCTA sites.

## 3. Background Checks & Verification

### **Aspects Screened/Vetted:** Honesty/Trustworthiness/Credibility

VSA conducts background checks on qualified candidates to review any automatic disqualifications such as felonies, DUIs, dishonorable discharges, crimes of violence, unlawful sexual behavior, acts of domestic violence, crimes of child abuse, and any misdemeanors or felony crimes of moral corruption. VSA uses state and federal databases (e.g., FBI, DOJ) to assist in each background check. VSA will make all information found in our background checks available to DCTA.

Checks and verification will be conducted through an independent background check Vendor and will also include the following:

- ❖ Social Security Number Trace
- ❖ Federal Criminal Records
- ❖ State Criminal Records
- ❖ National Sexual Offender Registry Search
- ❖ Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years

VSA will also conduct a series of tests prior to employment, which may include:

- ❖ Physical Examination/Testing
- ❖ Drug Urinalysis Testing
- ❖ E-Verify

These tests are conducted in response to the credibility and trust we build with our officers to be employed on client sites. VSA has a zero-tolerance policy toward drug and alcohol abuse. All testing will be conducted prior to placement using a laboratory certified by SAMHSA and codified by 49 CFR 40.3.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in VSA workplaces. A single violation of such prohibition will result in the offending individual being removed from the job site and VSA recommending their participation in an approved drug abuse assistance or rehabilitation program.

### **Step Three: Hiring**

VSA will offer employment to all qualified candidates that pass all previous stages of screening. Upon hiring, all employees must attend orientation, at which point they will receive an employee handbook outlining our company policies and a standard operating procedures handbook.

### **VSA's Dedication to Fair Employment**

VSA offers fair employment to all individuals, and we have policies in place to reinforce this dedication.

#### **Non-Discrimination**

VSA has zero tolerance for discrimination against any employee or any applicant for employment based on their age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. This policy shall be enforced in all aspects of personnel interaction, including but not limited to the following: recruitment and employment, promotion, demotion, transfer, compensation, selection for training including apprenticeship, layoff, and termination.

#### **Equal Opportunity**

VSA offers equal opportunity to veterans, the handicapped, and the disabled. We will also reasonably accommodate religious observances and practices when they do not create undue hardship on the conduct of our business.

To implement these policies, VSA and its officials are continually committed to:

- ❖ Recruit, hire, train and promote persons in all job classifications without regard to race, sex, color, religion, national origin, age sexual orientation, veteran status, and/or handicap.
- ❖ Base decisions on employment to further the principle of equal employment opportunity.
- ❖ Ensure that all personnel actions (including, but not limited to compensation, benefits, transfers, layoffs, retire from layoffs, or return from disability or pregnancy leave) are administered equally.
- ❖ Ensure that promotion decisions are in accord with principles of equal employment opportunity by presenting valid requirements for promotion.

## Step Four: Training

All VSA employees are subject to the following training regimen:

Type	Timeframe	Description
<b>Initial Training</b>	Before assignment	<p>VSA provides all security guards with comprehensive pre-assignment training, which is necessary to familiarize guards with the normal protocols. Training will include the following:</p> <ul style="list-style-type: none"> <li>❖ Emergency Situations</li> <li>❖ Observation and Awareness</li> <li>❖ Security Breach Procedures</li> <li>❖ Customer Service Etiquette</li> <li>❖ Facility Layout</li> <li>❖ Log and Reporting Skills</li> <li>❖ Access Control</li> <li>❖ Patrol Procedures</li> </ul>
<b>Site-Specific Training</b>	Before assignment	<p>VSA will create a customized training program for guards assigned to DCTA. Depending on DCTA needs, the program may expand in areas such as:</p> <ul style="list-style-type: none"> <li>❖ Facilities-based training</li> <li>❖ Proper patrol procedures and vehicle use</li> <li>❖ Transit policies and procedures, updated over the life of the contract</li> </ul>
<b>Annual Retraining and Recertification</b>	As needed	<p>Retraining and recertification will occur as needed and in consideration of task changes. For example, a guard moved from a roving patrol post to a storefront fixed post will be given additional customer service training.</p> <p>VSA will keep all certifications and licenses updated.</p>
<b>Post-Specific Training</b>	Upon assignment	<p>Once assigned to their post, security guards and Supervisors will undergo post-specific training on-site.</p>
<b>Training Gap Analysis</b>	Regularly	<p>A training gap analysis ensures that all guards continually meet VSA and DCTA standards. VSA regularly assesses each guard's performance to provide training for any gaps in their knowledge about tasks, duties, and post orders.</p>

## Step Five: Staffing

To properly staff the DCTA contract and comply with all security personnel requirements, VSA will ensure that all guards assigned will be appropriate for the contract by utilizing DCTA list of Security Guard Staff qualifications. Guards must fulfill all checklist items before consideration for assignment to this contract.

Requirement	Met?
21 years of age	✓
High School Diploma or GED	✓
Minimum three (3) years' experience in this field	✓
Pass criminal background check	✓
Take and Pass Physical exam	✓
Able to follow instructions carefully, write legibly, prepare clear and concise written reports, apply logic, and exercise integrity when dealing with Law Enforcement or medical personnel	✓

*Sample checklist reflecting DCTA requirements.*

VSA will address any concerns brought up by DCTA stakeholders during the transition period in order to staff appropriately. We recognize DCTA's right to remove any guard who does not meet the proper standards for customer service and performance.

## Resolving Problem Escalation

VSA endeavors to de-escalate all hostile scenarios in a nonviolent manner. In cases where a subject escalates the situation by showing aggression or retaliating physically, we have a use of force continuum in place. Please see below:

An officer's levels of control are defined as such:

**Officer Presence**—the officer's professional appearance and demeanor will serve as a visual deterrent.

**Verbal Direction**—the officer's communication ability and knowledge of laws and regulations will allow them to guide subjects and de-escalate potentially hostile scenarios.

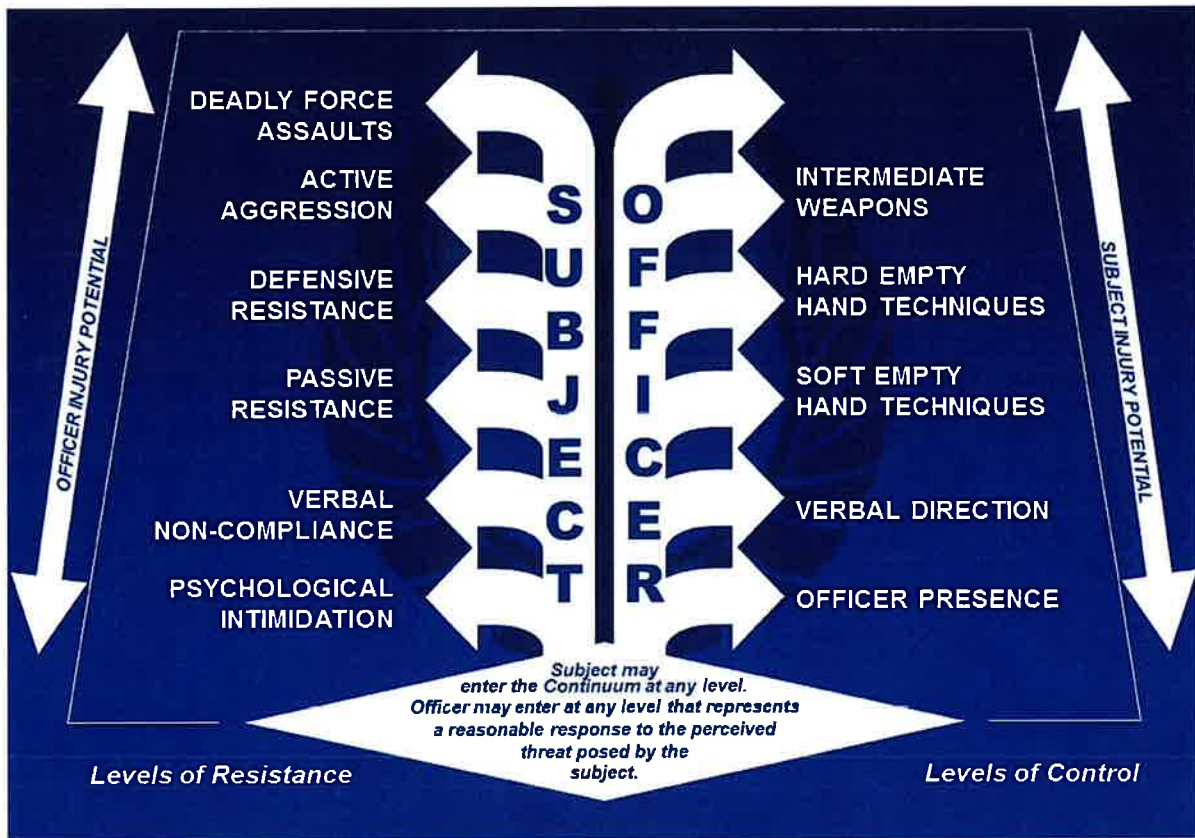
**Soft Empty Hand Techniques**—the officer uses grabs, holds, and joint locks to restrain a subject.

**Hard Empty Hand Techniques**—the officer uses empty hand strikes and kicks to restrain a subject.

**Less Than Lethal**—the officer uses less lethal technologies to restrain a subject, e.g., batons or tasers.



**Intermediate Weapons**— If a subject poses a significant threat of death or serious physical injury to the officer or to others, officers may have no other option but to discharge their firearm in order to protect their life or the lives of others. Officer will always look for temporary incapacitation before any attempt or consideration of deadly force.



An officer is to **never** exercise a level of control greater than the subject's level of resistance unless it is to preserve and protect life in a dire circumstance.

### Response Time and Goal for Resolving Problems

VSA is committed to accountability and loyalty. This means that our responsibility is to understand who is harmed by a possible disruption, delay, or noncompliant action. We plan for emergency coverage before it is needed and have ample resources at the ready for emergency and additional coverage. Through this Consistent Coverage Plan, VSA fills these gaps and ensures DCTA with continuous security coverage and peace of mind.

VSA's Consistent Coverage Plan includes the following components to ensure peace of mind and fill any gaps in coverage that arise:

- ❖ *Back-filling requests*
- ❖ *Emergency service requests*
- ❖ *Expansion of service requests*
- ❖ *Additional coverage requests*

**Flex-Force Officers**—To guarantee a breakless continuity of quality coverage, we keep a reserve of local Flex-Force Officers who have also been trained at DCTA sites and thus are already familiar with their tasks and duties.

**Roving Supervisors**—To immediately address coverage gaps (e.g., a no call or no show), we have roving supervisors on duty during all coverage hours to be available as a temporary replacement while a Flex-Force Officer is en route.

**Automated Scheduling**— To streamline scheduling and management services, VSA utilizes **MITC**, which brings web-based, real-time automation through a centralized database. From dynamic scheduling and attendance to payroll and human resources, MITC uses patent pending technology and advanced biometrics to power a seamless, fully automated management system in real-time. MITC can create alerts for gaps in coverage caused by sick leave, vacation time, etc. and help ensure that all gaps are accounted for and covered.

**Rapid Response Team**—Rapid Response Team is a group of Security Officers and Supervisors who receive training at every client location as well as specialized training that enables them to respond to emergency situations or any additional requirements such as special events.

#### Procedure to Resolve Unforeseen Gaps in Coverage

If for any reason a post is left uncovered, the following plan will be followed:

- ❖ **Late Officer Procedure:** If an officer fails to clock in on time, an alert is sent to their direct supervisor via cell phone.
- ❖ **No Show Officer Procedure:** If an Officer fails to show up for a designated shift, a VSA supervisor will immediately relocate to cover the shift until an adequate replacement is found.
- ❖ **Absent Officer Procedure:** VSA maintains an adequate pool of backup Officers (Flex-Force Officers) who can be utilized to cover an Officer's expected absence (e.g., illness, vacation).
- ❖ **Emergency Request Procedure:** Flex-Force, Rapid Response Team, and Roving Supervisors can all be utilized to cover unexpected/emergency requests.

These processes ensure that at no time is a post left uncovered for an extensive length.

Communication throughout the coverage process will be highly leveraged for reaching the priority of resuming operations. In the recognition of these priorities, VSA has created the Continuity of Operations Plan (COOP) in accordance with Federal Preparedness Circular 65, Federal Executive Branch Continuity of Operations. COOP provides a simple method for the continuance of operations during emergencies and gradual transition toward normal operations.

**24-Hour Communications and Dispatch Center:** Our multi-million-dollar, State-of-the-art dispatch center and team of world-class dispatchers can monitor sites remotely. Our corporate management team has direct access to dispatch footage via their personal office desktops, laptops, and even mobile phones, a feature which drastically improves corporate oversight.

## Monitoring

As experts in the surveillance and monitoring fields, we are well aware that monitoring is most effective when implemented from multiple angles. Our monitoring plan to ensure quality performance will utilize a diverse range of physical and virtual capabilities, including, but not limited to, the following:

- ❖ **On-Site Inspections:** Supervisors and managers will conduct physical surveys of Customer sites and posts while guards are on-duty, at both random and scheduled intervals. In addition, on-site inspections will include “penetration testing” designed to evaluate the effectiveness of access control measures.
- ❖ **GPS Guard Tracking:** VSA uses a web-based application called Field Force Manager which allows us to track the physical location of guards via “Geofencing” to monitor their presence at posts when on-duty. This is primarily our means of ensuring continuous coverage. Through Field Force Manager, we can even implement mandatory “selfie check-ins” for guards at post.

## Pursuance of work and Qualifications to Perform the Services

We recognize that—as a contract security service provider—our success is contingent on the success of our clients. We do not succeed without first facilitating the success of others. In that same vein, we aspire to live up to our name and provide every client with professional, responsible, and qualified security services. In pursuing this work, VSA aims to provide DCTA with security services that meet their needs and surpass their expectations. To ensure this success is met, VSA employs our time-tested Quality Assurance Plan which regularly verifies that our clients receive high quality security guard services throughout the life of the contract awarded. Our **Quality Assurance Plan** paired with our contract compliance methods have helped improve VSA performance in key areas across multiple contracts.

VSA employs a dedicated, in-house Quality Assurance Team (QAT) to facilitate the KPI process, which consists of a Director, Quality Assurance Coordinators, and Quality Assurance Specialist who will all be involved monthly (unless otherwise specified by the DCTA).

## The QA Process

1. QA Coordinator sends KPI scorecards/surveys to each city site manager. These surveys solicit the site manager’s score for each KPI and additional qualitative feedback regarding commendations and recommendations.
2. The QAT receives feedback from each site manager
3. The QA Specialist calculates VSA overall performance based on the average of all sites.
4. The QA Coordinator presents the overall results in a Monthly Business Review (MBR), which also includes qualitative feedback from each site such as commendations and recommendations.



## Key Performance Indicator (KPI) Reports

We understand the need for a guaranteed, auditable baseline for DCTA. Thus, KPI Reports are crucial for tracking performance and providing a clear method of evaluation. The client may tailor KPIs to the metrics valued most, including but not limited to:

- ❖ Billing
- ❖ Customer Service
- ❖ Performance
- ❖ Documents
- ❖ Post Orders
- ❖ Improvement
- ❖ Responsiveness
- ❖ Management Visits
- ❖ Resolution
- ❖ Hiring/Screening
- ❖ Training
- ❖ Turnover
- ❖ Post Order Compliance
- ❖ Misconduct

The QA Coordinator will communicate with DCTA representatives and site managers, send KPI scorecard surveys, solicit feedback, track KPI information, and present KPI scores as part of VSA MBR. The QA Specialist determines overall performance based on the aggregate averages of all sites and calculates scores in a neutral and balanced fashion. QA Specialist functions as a supervisor to the QA Coordinator and offers additional recommendations per the QAT Director.

VSA will use this QA Process to ensure that DCTA continuously receives high quality service. VSA will check directly with DCTA, on a monthly basis, to provide updates and receive feedback. VSA will manage our services based on the results from our QA Process.

## KPI Scorecard

KPI- 2018	Q1	Q2	Q3	Q4
Billing			95%	
Customer Service			95%	
Performance			95%	
Documents			95%	
Post Orders			97.5%	
Improvement			95%	
Responsiveness			95%	
Resolution			95%	
Hiring/Screening			100%	
Training			99%	
Turnover			10%	
Post Order Compliance			100%	
Misconduct			97.5%	
Management Visits			89.5%	
Total	%		96%	

*A sample of a KPI scorecard from one of our contracts.*

These KPI scores along with the qualitative feedback are compiled in a report which aggregates our feedback from all sites in the contract. MBR data is presented monthly, but frequency can vary based on DCTA needs. If report presented to DCTA falls below a minimum expectation of service, VSA takes immediate corrective action.

### **Ongoing Training Program**

Regular meetings between DCTA and VSA, included in our Quality Assurance Plan, ensures the discovery of any gaps in training. Current VSA training curriculum and staffing procedures similarly ensure the regular review of security guards, necessary documentation, and any need for additional instruction.

### Tab 3: References

**Name:** Texas Department of Transportation

**Title:** Security Guard Services

**Address:** 7100 Washington Ave., Houston, Texas 77251

**Number:** (713) 876-4172

**Length of Tenure:** 2010 – Current

**Services Performed:** VSA provides on-site, uniformed unarmed, uniformed armed or armed plainclothes security guards and dedicated vehicular patrol guards for various TxDOT locations. Security guards' responsibilities include monitoring all security systems including burglary, fire, and closed circuit television (CCTV) systems; reporting any maintenance problems to TxDOT building facility manager; completing Electronic Daily Security Report forms; assisting the TxDOT building facility manager and TxDOT Security Branch in implementing TxDOT procedures for all fire alarms, bomb threats, and other emergencies; randomly checking all boxes and containers taken out of the building; providing temporary access cards to visitors; providing access control; and providing security patrols.

**Name:** Bexar County, TX

**Title:** Security Guard Services

**Address:** 126 E Nueva St., San Antonio, TX 78204

**Number:** (210) 596-2280

**Length of Tenure:** 2019 – Current

**Services Performed:** VSA provides commissioned (armed) and non-commissioned (unarmed) Security Officers for twenty-two (22) locations throughout Bexar County. Security officers perform supervision to protect County patrons, employees, tenants and property. Security officers duties include reporting any damage to the County, including but not limited to: gates, fences, lights, vehicles and ground, monitoring for unauthorized vehicle traffic and unauthorized parking by non-county employees or tenants, reporting and recording incidents on parking violations and more.

**Name:** DHL Supply Chain - Nationwide

**Title:** Security Guard Services

**Address:** 401 23rd St., San Francisco, CA 94107

**Number:** (310) 961-8413

**Length of Tenure:** 2010 - Current

**Services Performed:** VSA provides Security Guard Services, cargo screenings, and access control services for ramp locations and loading docks at DHL facilities. Our service mirrors the high performing UPS contract with our use of the local labor force and our commitment to appropriate technologies to save time and money. VSA has formal program evaluations that assess many variables in our Security response and performance. Loading zones and other facility posts are crucial entrances to the outside world, not to mention, Environments with vulnerabilities we understand and seek to mitigate.

Please see attached complete form list of reference in Tab 5.

## Tab 4: Pricing

Type	Hourly Rate	OT & Holiday Rates
Unarmed guard	\$ 22.73	\$ 32.96

## Wage Survey

VSA offers competitive wages as part of our approach for success, offering appropriate compensation to security officers ensuring their commitment to their position and greater retention numbers. Offering competitive wages directly correlates to our pricing. We affix this data as it reflects our endeavor to provide higher quality security services in a competitive market that demands strict and meticulous procedure.

VSA conducted the following wage survey consisting of recent job postings for Unarmed Security Officers in the Denton, TX Area. The following graph summarizes our findings, and below the graph is the corresponding Raw Data from Indeed.com; please note that median figures were used when presented with a pay range.



Please see the following Raw Data from Indeed.com:

### Security Video Monitoring Operator (Overnight & Weekend Shif...

Stealth Monitoring 3.5 ★

Addison, TX 75001 75001

\$12 an hour Full-time Overnight shift

[➤ Easily apply](#)

- All positions require the ability to work Saturday, Sunday and Holidays during the hours of 6PM through 6AM, but actual hours/schedules are flexible depending...

30+ days ago

new

## Level II Security Officer- Southlake ASAP!!!!!!!!!!

Security Reconnaissance Team Inc 3.9 ★  
Southlake, TX 76092 76092

🕒 From \$13 an hour 🏠 Full-time

🕒 12 hour shift +2

➤ Easily apply ⚡ Responsive employer

👤 Hiring multiple candidates

- Secures premises and personnel by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry.

Just posted · More...

## NOW HIRING UNARMED SECURITY OFFICERS (DFW)

Alianza Security Professionals

Denton, TX +1 location

🕒 \$13 - \$14 an hour 🏠 Temporary +3

🕒 12 hour shift +4

➤ Easily apply ⚡ Urgently hiring

- Must be 18 years of age or older.
- We expect professionalism and maintain a high standard of service and quality.
- Service area - North DFW area.

Active 7 days ago

## Security Officer

Signal 88 Security of DFW 2.9 ★

Denton, TX 76205 +2 locations

🕒 From \$14 an hour 🏠 Full-time

➤ Easily apply

- Must be able to pass a criminal background check upon hire and randomly, as well as a drug screening test upon hire, and randomly.

28 days ago · More...

new

## Security Officer

Weiser Security Services, Inc

Sanger, TX +2 locations

🕒 \$13 - \$14 an hour 🏠 Full-time

🕒 12 hour shift +3

➤ Easily apply ⚡ Responsive employer

⚡ Urgently hiring 👤 Hiring multiple candidates

- Candidates should have a flexible work availability, and a willingness to provide superior client service.
- Good Customer Service Skills are a MUST!

1 day ago · More...

VSA will pay a first-year minimum wage of \$14.00 per hour to help recruit and retain unarmed security officers that meet DCTA expected qualifications such as the additional and appropriate handling of tasers and similar equipment. The wages for unarmed security officers will increase to \$15 in the second year of the contract. Though the average pay for similar positions in the area is \$13.20, VSA offers higher wages to ensure officer retention, qualification, and offer a higher quality of streamlined services.

## Tab 5: Attachments

Please see the attached.

- Bidders Questionnaire
- CIQ Conflict of Interest Questionnaire
- Non-Collusion Affidavit
- Prohibition of Contracts with Companies Boycotting Israel
- Prohibition of Boycott Energy Companies
- Prohibition of Boycott of Firearm entity or Firearm Trade Association
- List of References
- Signed Addenda



## Supplier Response Form

## BIDDER'S QUESTIONNAIRE



1. Name of Contractor ("Business", herein) Vets Securing America
2. Doing Business As (other business name if applicable) N/A
3. Federal Tax ID Number 30-0501793
4. Business Mailing Address (include City/State/Zip Code) 3363 E. Commerce Street, Suite 132
5. Business Email Address: jerry@vetssecuringamerica.com
6. Business Telephone 4242134151 Business Fax Number N/A
7. Business Type: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture
8. Number of Years in Business 13
9. Annual Gross Revenue for the past three years (M=Millions) ☐ \$1M or Less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☒ \$16M+
10. Number of Employees ☐ 100 or Less ☐ 101-500 ☐ 501-700 ☐ 751-1,000 ☒ 1,001+
11. Is Business a DBE Firm? ☐ Yes ☒ No
12. Is Business Owned by Minority Ethnicity? ☐ Yes ☒ No
13. Ethnic Group: ☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☒ White/Caucasian ☐ Other
14. Woman Owned? ☐ Yes ☒ No
15. Veteran Owned ☐ Yes ☒ No
16. Type of Work Performed: ☐ Construction ☐ Manufacturing ☐ Retail ☐ Wholesale/Distributor ☒ Professional service ☐ General/Technical Service
17. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☒ No
18. Is any litigation pending against the Business? ☐ Yes ☒ No
19. Has the Business ever been declared "Not Responsible" ☐ Yes ☒ No
20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☒ No
21. Has the Business ever been a defaulter, as principal, surety or otherwise? ☐ Yes ☒ No
22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐ Yes ☒ No
23. Is the Business in arrears upon a contract or debt?
24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐ Yes ☒ No
25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐ Yes ☒ No
26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.  
N/A
27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary). N/A

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow DCTA to report the amount of subcontracting activity for DCTA.**

Printed Name Gerald Gregory

Title President

Signature Gerald Gregory

Date 3/7/22

Email Address jerry@vetessecuringamerica.com

*(Owner, CEO, President, Majority Stockholder or Designated Representative) Questions about this document should be directed to [procurement@dcta.net](mailto:procurement@dcta.net)*

**Please enter your password below and click Save to update your response.**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**  
(See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

**To take exception:**

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

**By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.**

Username **jerry@vetssecuringamerica.com**

Password ..... \*

Save

Take Exception

Close

\* Required fields

**Supplier Response Form**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.		<b>OFFICE USE ONLY</b>  Date Received
By law this questionnaire must be filed with the records administrator of the local government not later than the 7 <sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.		
A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		
1	Name of person doing business with local governmental entity. N/A	
2	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7 <sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.  N/A	
4	Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.  N/A	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		<b>Page 2</b>
5	Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)	

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has a relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the Local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ YES

☒ NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ YES

☒ NO

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ YES

☒ NO

D. Describe each affiliation or business relationship.

N/A

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7

Gerald Gregory

Signature of person doing business with the governmental entity

3/7/22

Date

**Supplier Response Form****NON-COLLUSION AFFIDAVIT*****This affidavit must be completed and submitted with the bid/proposal***

The authorized representative for bidder / proposer, Vets Securing America, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Authorized Company Representative

Gerald Gregory, President

Name and Title of Authorized Company Representative

3/7/22

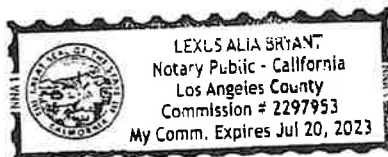
Date

Subscribed and sworn to before me on 3/7/22

\_(Date)\_

(Notary Seal)

Signature Notary Public



**Supplier Response Form****Prohibition of Contracts with Companies Boycotting Israel**  
***This form must be completed and submitted with the bid/proposal***

*House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.*

*Effective September 1, 2017, a state agency and a political subdivision (which includes a transportation authority) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.*

*"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.*

*"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.*

"I, Gerald Gregory (Name of certifying official), the President (title or position of certifying official) of Vets Securing America (name of company), verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

Signature of Certifying Official Title:

Title: President

Date: 3/7/22



**Supplier Response Form****Prohibition of Boycott Energy Companies*****This must be completed and submitted with the bid/proposal***

*Effective September 1, 2021, House Bill 13 amended the Texas Government Code by adding Chapter 809 and Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.*

*Company is defined under Texas Government Code Section 809.001 to mean "a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit." Section 2274.001 (2) excludes sole proprietorships from the definition of "Company".*

*The prohibition however does not apply to a governmental entity that determines the requirements of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.*

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

  
Signature of Certifying Official

Title: President

Date: 3/7/22

**Supplier Response Form****Prohibition Boycott of Firearm Entity or Firearm Trade Association*****This must be completed and submitted with the bid/proposal***

*Effective September 1, 2021, House Bill 19 amended Texas Government Code by adding Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority) from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The prohibition does not apply to a governmental entity that contracts with a sole-source provider; or when it does not receive any bids from a company that is able to provide the required certification.*

*Company is defined under Section 2274.001 to mean "a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit."*

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

Signature of Certifying Official

Title: President

Date: 3/7/22



## LIST OF REFERENCES FOR SIMILAR PROJECTS

Bidder/Proposer shall submit references for projects in similar size and scope. DCTA may contact these references in determining the qualifications of the bidder/proposer.

1. PROJECT: Security Guard Services  
DATE OF COMPLETION IF APPLICABLE: N/A  
CONTACT PERSON: Peter Sissons  
COMPANY NAME: Texas Department of Transportation  
ADDRESS: 7100 Washington Ave. Houston, TX 77251  
TELEPHONE NUMBER: (713) 876-4172  
FAX NUMBER: N/A  
EMAIL ADDRESS: peter.sissons@txdot.gov  
PROJECT BUDGET: \$1,009,823.00/Per Year.
2. PROJECT: Security Guard Services  
DATE OF COMPLETION IF APPLICABLE: N/A  
CONTACT PERSON: Ponch Garcia  
COMPANY NAME: Bexar County, TX  
ADDRESS: 126 E. Nueva St., San Antonio, TX 78204  
TELEPHONE NUMBER: (210) 596-2280  
FAX NUMBER: N/A  
EMAIL ADDRESS: bponchgarcia@bexar.org

EMAIL

ADDRESS:

\$1,752,115.00/Per Year

PROJECT

BUDGET:

3. PROJECT: Security Guard Services - Nationwide

N/A

DATE OF COMPLETION IF

APPLICABLE:

Robert Candia

CONTACT

PERSON:

DHL Supply Chain

COMPANY

NAME:

ADDRESS: 401 23rd St., San Francisco, CA 94107

(310) 961-8413

TELEPHONE

NUMBER:

FAX NUMBER: N/A

robert.candia@dhl.com

EMAIL

ADDRESS:

\$4,000,000.00/Per Year

PROJECT

BUDGET:

4. PROJECT: Security Guard Services

N/A

DATE OF COMPLETION IF

APPLICABLE:

Kelvin Noble

CONTACT

PERSON:

Fort Worth Housing Solutions

COMPANY

NAME:

ADDRESS: 1201 East 13th St., Fort Worth, TX 76102

TELEPHONE

NUMBER:

FAX NUMBER: (817) 333-2103

knoble@fwhs.org

EMAIL

ADDRESS:

\$691,973.00/ Per Year

PROJECT  
BUDGET:

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March 4, 2022

**ADDENDUM NO. 1**

**RFP 22-03**

**Unarmed Uniformed Security Guard Services**

**Questions & Answers:**

All questions posed by Vendors, along with the respective answers, are attached. Please refer to page 2 of this document.

**Addendum 1 Attachments:**

Attachment A Contract

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

*Geri Osinaike*

Geri Osinaike  
Senior Procurement Specialist

Acknowledged by: \_\_\_\_\_

Firm/Representative

Date: 3/7/22



## Tab 6: Appendix

Please see the attached.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
El Dorado Insurance Agency, Inc.  
El Dorado Sec Svcs Ins Agy  
3673 Westcenter Drive  
Houston TX 77042

CONTACT NAME: Lindsey Paparello  
PHONE (A/C No. Ext): (713) 521-9251 FAX (A/C No.): (713) 521-0125  
E-MAIL ADDRESS: lpaparello@eldoradoinsurance.com

INSURED  
Vets Securing America, Inc.  
10803 Gulfdale  
Suite 125  
San Antonio TX 78216

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B: National Union Fire Ins Co Pittsburgh PA	19445
INSURER C: Endurance American Insurance Company	10641
INSURER D: Westfield Specialty Insurance Company	24120
INSURER E: United Wisconsin Insurance Company	29157
INSURER F: Hartford Fire Insurance Co.	19682

## COVERAGES

CERTIFICATE NUMBER: VSA TX CERTS (01.22)

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			080878076	11/19/2021	11/19/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Errors & Omissions						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			019321961	11/19/2021	11/19/2022	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			ELD30002147801 (\$2 x \$1M) XSL00002DD (\$3M x \$2M) CX500111700 (\$5M x \$5M)	11/19/2021	11/19/2022	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per accident) \$
	DED						PROPERTY DAMAGE (Per accident) \$
	RETENTION \$						
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC600-00097-022-SZ	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				AGGREGATE \$ 10,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						
E	<input checked="" type="checkbox"/> PER STATUTE			13BDDIT8512	11/24/2021	11/24/2022	E.L. EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> OTH-ER						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Aggregate 2,000,000
F	<input checked="" type="checkbox"/> 1st & 3rd Party Crime						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./LINDS

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February 8, 2021

**Re: Good Standing Letter**

To Whom it May Concern:

The intent of this letter is to confirm that **Vets Securing America, Inc.**, account is in good standing. They currently have a \$30,000,000 financing arrangement and we are willing to provide them with an additional \$30,000,000 if needed to accommodate new contract awards. Active Universal Capital, LLC., has been working with **Vets Securing America, Inc.**, and their affiliates since May 2020.

Yours sincerely,

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

(Authorized Signature)

By: Samuel Goldberg  
Title: Executive Vice President

**EVALUATION SCORE SHEET - CONSENSUS AVERAGES****DCTA REQUEST FOR PROPOSAL 22-03 Unarmed Uniformed Security Guard Services**

	MAX PTS	Vets Securing America	Blackstone Security Services Inc	Security Guards of America	TriCorps Security	Security Engineers	Blue Shield Security Potection	Shield Security Training Solution
<b>TOTAL SCORE</b>	<b>100</b>	<b>89.4</b>	<b>89.07</b>	<b>88.63</b>	<b>87.4</b>	<b>82.6</b>	<b>78</b>	<b>74.67</b>

## Board of Directors Memo

April 28, 2022

**Subject:** Consider and approve extension of lease agreement for the Administration Building

### Recommendation

Staff recommends the Board approve the lease amendment and extension for the Administrative Building beginning October 1, 2022, and expiring September 30, 2024, with option to extend the lease for one additional one-year term through September 30, 2025, in an estimated amount of \$403,007.

### Background

DCTA initially entered into an agreement with Blacktop LLC on July 4, 2014 ("Original Lease") for the lease of office space. The initial term of the lease was July 4, 2014 through September 30, 2017. The first amendment and extension of the lease agreement was effective March 23, 2017 through September 30, 2020. The second amendment and extension of the lease agreement was effective on October 1, 2020, and will expire on September 30, 2022. This proposed third lease amendment and extension will be effective October 1, 2022, and will expire on September 30, 2024, with the option to extend for one additional one-year term through September 30, 2025.

In an effort to compare rental rates in Lewisville, staff engaged Stateside Right of Way Services, along with Lowery Property Advisors, LLC, to conduct a comparative market analysis to determine the fair market rent rate for the captioned property. After extensive market research, Lowery Property Advisors, LLC, determined the lease rate for the proposed third lease amendment and extension appears to be in-line with the market for the area. The current lease rate for 7,607 SF is \$12.50/SF.

Proposed lease rates are as follows:

Effective Dates	Monthly Rate	Annual Rate	Cost per Square Foot/SF	Common Area Maintenance Fees (Monthly/Annually)
10/1/22-9/30/23	\$8,161.68	\$97,940.10	\$12.88	\$2,505/\$30,060
10/1/23-9/30/24	\$8,406.53	\$100,878.30	\$13.26	\$2,756/\$33,072
10/1/24-9/30/25	\$8,722.69	\$104,672.20	\$13.76	\$3,032/\$36,384
		\$303,490.60		\$99,516

Expenditures for the common area maintenance (CAM) fees are in addition to the monthly rental rate. The CAM fees are determined on a calendar schedule and are paid each month with the rental fees. Our current CAM fees are \$2,277.08 per month for calendar year 2022. Each year the budget includes an assumption of a 10% increase in the CAM fees.





### Previous Board Activity & Action

2/14/2017 Amendment One approved

7/23/2020 Amendment Two approved

### Identified Need

The current lease agreement will expire on September 30, 2022. This location is utilized as office space for administrative staff as well as a location to host routine Board of Directors meetings and meetings with external parties and the public.

### Financial Impact

The total cost of the agreement takes into consideration the monthly rental rate and the common area maintenance fees.

The estimated expenditures of the 36-month lease agreement is anticipated \$403,007, which includes the annual rental fees along with the estimated CAM fees for the three year term as stated in the chart above.

### Exhibits

Exhibit 1: Third Amendment (proposed)

Exhibit 2: Second Amendment

Exhibit 3 First Amendment

A handwritten signature in blue ink that reads "Athena Forrester".

Submitted By: \_\_\_\_\_  
Athena Forrester, AVP of Regulatory Compliance

### **THIRD AMENDMENT TO OFFICE/WAREHOUSE LEASE AGREEMENT**

This Third Amendment to Office/Warehouse Lease Agreement (this “**Amendment**”) is entered into to be effective as of \_\_\_\_\_, 2022 (the “**Amendment Effective Date**”), between BLACK TOP, LLC, a Texas limited liability company (“**Landlord**”), and DENTON COUNTY TRANSPORTATION AUTHORITY (“**Tenant**”).

#### **RECITALS:**

**WHEREAS**, Tenant and a predecessor-in-interest of Landlord entered into that certain Office/Warehouse Lease Agreement dated July 3, 2014 (the “**Original Lease**”), as amended by First Amendment to Office/Warehouse Lease Agreement dated March 23, 2017 (the “**First Amendment**”) and the Second Amendment to Office/Warehouse Lease Agreement dated April 2020 (the “**Second Amendment**”; the Original Lease, the First Amendment and the Second Amendment are collectively, the “**Existing Lease**”), for certain premises known as Suite 260 (the “**Premises**”) in the building located at 1955 Lakeway Drive, Lewisville, Texas 75057, as more fully described in the Existing Lease. All capitalized terms not otherwise defined herein shall have the meanings given them in the Existing Lease. The Existing Lease and this Amendment are collectively referred to herein as the “**Lease**.”

**WHEREAS**, Landlord and Tenant have agreed to modify the Existing Lease, subject to the terms and conditions of this Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, and the Existing Lease is amended as follows:

#### **AGREEMENTS:**

1. **Lease Term**. The Lease Term is hereby extended for a period of 24 months, commencing October 1, 2022, and expiring September 30, 2024 (the “**Third Renewal Term**”), upon the same terms and conditions as provided in the Existing Lease, except as modified by this Amendment,

2. **Base Rent**. The Base Rent for the first 12 months of the Third Renewal Term (i.e., October 1, 2022 – September 30, 2023) shall be equal to \$8,161.68 per month, and the Base Rent for months 13 through 24 of the Third Renewal Term (i.e., October 1, 2023 – September 30, 2024) shall be equal to \$8,406.53 per month. Tenant shall continue to pay Additional Rent (including without limitation Tenant’s Proportionate Share of Operating Expenses) upon the same terms and conditions as provided in the Existing Lease.

3. **Renewal Option**.

a) **Option**. Provided that no Default Event, assignment or sublease has occurred under any term or provision contained in the Lease and no condition exists which with the passage of time or the giving of notice or both would constitute a Default Event

pursuant to the Lease, and provided that Tenant has continuously occupied the entire Premises for the Permitted Use during the Lease Term, Tenant (but not any assignee or sublessee) shall have the right and option (the “**Fourth Renewal Option**”) to renew the Lease, by written notice delivered to Landlord no later than one hundred twenty (120) days prior to the expiration of the Third Renewal Term for a period of twelve (12) months (the “**Fourth Renewal Term**”), under the same terms, conditions and covenants contained in the Lease, except that (a) no abatements or other concessions, if any, applicable to any prior portion of the Lease Term shall apply to the Fourth Renewal Term; (b) the Base Rent for the Fourth Renewal Term shall be equal to \$8,722.69 per month; and (c) all leasehold improvements within the Leased Premises shall be provided in their then existing condition (on an “As Is” basis) at the time the Fourth Renewal Term commences. Failure by Tenant to notify Landlord in writing of Tenant’s election to exercise the Fourth Renewal Option herein granted within the time limits set forth for such exercise shall constitute a waiver of such Fourth Renewal Option.

b) Extension. Upon exercise of the Fourth Renewal Option by Tenant and subject to the conditions set forth hereinabove, the Lease shall be extended for the period of such Fourth Renewal Term without the necessity of the execution of any further instrument or document, although if requested by either party, Landlord and Tenant shall enter into a written agreement modifying and supplementing the Lease in accordance with the provisions hereof. Any termination of the Lease during the Third Renewal Term shall terminate all renewal rights hereunder. The renewal rights of Tenant hereunder shall not be severable from the Lease, nor may such rights be assigned or otherwise conveyed in connection with any permitted assignment of the Lease. Landlord’s consent to any assignment of the Lease shall not be construed as allowing an assignment of such rights to any assignee..

4. Premises. Tenant accepts the Premises in “AS IS”, “WITH ALL FAULTS” condition as of the date of this Amendment and Landlord has no responsibility to make any alterations or improvements to the Premises. **Tenant specifically acknowledges that Landlord has made no representations or warranties whatsoever concerning the condition of any aspect of the Premises and the Building, or the present or future suitability for Tenant’s use, and Tenant waives all implied warranties.**

5. Full Force and Effect. Except as modified by this Amendment, all terms and conditions of the Lease shall remain in full force and effect and Landlord and Tenant shall be bound thereby. Tenant hereby represents, warrants and agrees that: (a) there exists no breach, default or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease, (b) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant, and (c) Tenant has no offset or defense to its performance or obligations under the Lease. Tenant hereby waives and releases all demands, charges, claims, accounts or causes of action of any nature against Landlord or Landlord’s employees or agents, including without limitation, both known and unknown demands, charges, claims, accounts, and causes of action that have arisen out of or in connection with the Lease or Tenant’s occupancy of the Premises under the Lease.

6. **Broker.** Tenant represents and warrants that it has not dealt with any broker in connection with the negotiation or execution of this Amendment except for TIG Real Estate Services, Inc., As Broker for Landlord, and Tenant agrees to indemnify and hold Landlord harmless from all liability arising from any claim by any other broker claiming under Tenant including, without limitation, the cost of reasonable counsel fees in connection therewith.

7. **Anti-Terrorism Statute Compliance.** Tenant hereby represents and warrants to Landlord that Tenant is not: (a) in violation of any Anti-Terrorism Law; (b) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving or any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224; (d) engaging in or conspiring to engage in any transaction that evades or avoids, or had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (e) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, “**Antiterrorism Law**” is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein “**Executive Order No. 13224**” is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism” “**Prohibited Person**” is defined as (i) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control as its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. “**USA Patriot Act**” is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001” (Public Law 107-56).

8. **Miscellaneous.** This Amendment may be executed in two or more counterparts, each of which is deemed an original and all of which together constitute one and the same instrument. Facsimile or “pdf” signatures are binding on the party providing them. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment; and the Lease contains the valid, binding and enforceable obligations of such party.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above

**TENANT:**

DENTON COUNTY TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Name: Paul Cristina  
Title: Interim Chief Executive Officer

**LANDLORD:**

BLACK TOP, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECOND AMENDMENT TO OFFICE/WAREHOUSE LEASE AGREEMENT**

This Second Amendment to Office/Warehouse Lease Agreement (this “**Amendment**”) is entered into to be effective as of August 31, 2020 (the “**Amendment Effective Date**”), between BLACK TOP, LLC, a Texas limited liability company (“**Landlord**”), and DENTON COUNTY TRANSPORTATION AUTHORITY (“**Tenant**”).

**RECITALS:**

**WHEREAS**, Tenant and a predecessor-in-interest of Landlord entered into that certain Office/Warehouse Lease Agreement dated July 3, 2014 (the “**Original Lease**”), as amended by First Amendment to Office/Warehouse Lease Agreement dated March 23, 2017 (the “**First Amendment**”; the Original Lease and the First Amendment are collectively, the “**Existing Lease**”), for certain premises known as Suite 260 (the “**Premises**”) in the building located at 1955 Lakeway Drive, Lewisville, Texas 75057, as more fully described in the Existing Lease. All capitalized terms not otherwise defined herein shall have the meanings given them in the Existing Lease. The Existing Lease and this Amendment are collectively referred to herein as the “**Lease**.”

**WHEREAS**, Landlord and Tenant have agreed to modify the Existing Lease, subject to the terms and conditions of this Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, and the Existing Lease is amended as follows:

**AGREEMENTS:**

1. **Lease Term**. Tenant timely exercised the Renewal Option contemplated by the First Amendment. Accordingly, the parties hereby confirm the extension of the Lease Term for a period of 24 months, commencing October 1, 2020, and expiring September 30, ~~2020~~ 2022 (the “**Second Renewal Term**”). Tenant shall have no further options or rights of extension or renewal. *Initial Change: GO. JAD*
2. **Base Rent**. The Base Rent for the first 12 months of the Second Renewal Term shall be equal to \$7,765.48 per month, and the Base Rent for months 13 through 24 of the Second Renewal Term shall be equal to \$7,923.96 per month. Tenant shall continue to pay Additional Rent (including without limitation Tenant’s Proportionate Share of Operating Expenses) upon the same terms and conditions as provided in the Existing Lease.
3. **Premises**. Tenant accepts the Premises in “AS IS”, “WITH ALL FAULTS” condition as of the date of this Amendment and Landlord has no responsibility to make any alterations or improvements to the Premises. **Tenant specifically acknowledges that Landlord has made no representations or warranties whatsoever concerning the condition of any aspect of the Premises and the Building, or the present or future suitability for Tenant’s use, and Tenant waives all implied warranties.**
4. **Full Force and Effect**. Except as modified by this Amendment, all terms and conditions of the Lease shall remain in full force and effect and Landlord and Tenant shall be bound thereby. Tenant hereby represents, warrants and agrees that: (a) there exists no breach, default or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease, (b) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant, and (c) Tenant has no offset or defense to its performance or obligations under the Lease. Tenant hereby waives and releases all demands, charges, claims, accounts or causes of action of any nature against Landlord or Landlord’s employees or agents,



including without limitation, both known and unknown demands, charges, claims, accounts, and causes of action that have arisen out of or in connection with the Lease or Tenant's occupancy of the Premises under the Lease.

5. **Broker.** Tenant represents and warrants that it has not dealt with any broker in connection with the negotiation or execution of this Amendment, and Tenant agrees to indemnify and hold Landlord harmless from all liability arising from any claim by any other broker claiming under Tenant including, without limitation, the cost of reasonable counsel fees in connection therewith.

6. **Anti-Terrorism Statute Compliance.** Tenant hereby represents and warrants to Landlord that Tenant is not: (a) in violation of any Anti-Terrorism Law; (b) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving or any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224; (d) engaging in or conspiring to engage in any transaction that evades or avoids, or had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (e) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "**Antiterrorism Law**" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "**Executive Order No. 13224**" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism" "**Prohibited Person**" is defined as (i) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control as its official website, <http://www.treas.gov/ofac/t11sdn.pdf>, or at any replacement website or other official publication of such list. "**USA Patriot Act**" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

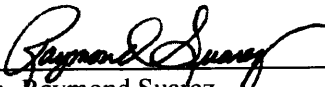
7. **Miscellaneous.** This Amendment may be executed in two or more counterparts, each of which is deemed an original and all of which together constitute one and the same instrument. Facsimile or "pdf" signatures are binding on the party providing them. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment; and the Lease contains the valid, binding and enforceable obligations of such party.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above

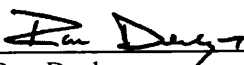
**TENANT:**

DENTON COUNTY TRANSPORTATION AUTHORITY

By:   
Name: Raymond Suarez  
Title: Chief Executive Officer

**LANDLORD:**

BLACK TOP, LLC,  
a Texas limited liability company

By:   
Name: Ron Denheyer  
Title: Chief Financial Officer

**FIRST AMENDMENT TO OFFICE/WAREHOUSE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO OFFICE/WAREHOUSE LEASE AGREEMENT (this "**Amendment**") is entered into as of MARCH 23, 2017 (the "**Amendment Effective Date**"), between BLACK TOP, LLC, a Texas limited liability company ("**Landlord**"), successor-in-interest to FN Waters Ridge, LLC, a Texas limited liability company, and DENTON COUNTY TRANSPORTATION AUTHORITY ("**Tenant**").

**RECITALS:**

A. A predecessor-in-interest of Landlord and Tenant entered into a certain Office/Warehouse Lease Agreement dated effective July 3, 2014 (the "**Original Lease**"; the Original Lease and this Amendment are hereinafter collectively referred to as the "**Lease**") for 7,607 square feet of rentable area known as Suite 260 (the "**Premises**"), in the building known as Waters Ridge IB, located at located at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057 (the "**Building**"); and

B. Landlord and Tenant now desire to extend the Lease term and otherwise modify the Lease subject to the terms and conditions of this Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, and the Original Lease is modified as follows:

**AGREEMENTS:**

1. **Definitions.** All capitalized terms not otherwise defined herein have the meanings given them in the Original Lease.
2. **Renewal.** The Lease Term is extended for a period of thirty six (36) months, commencing October 1, 2017 (the "**Renewal Effective Date**") and expiring September 30, 2020 (the "**Renewal Term**"), upon the same terms and conditions as provided in the Original Lease, except as modified by this Amendment.
3. **Base Rent.** Commencing on the Renewal Effective Date, Tenant shall pay Base Rent as follows:

Period	Annual Base Rent	Monthly Installment of Base Rent
10/1/2017 – 9/30/2018	\$87,480.48	\$7,290.04
10/1/2018 – 9/30/2019	\$89,382.24	\$7,448.52
10/1/2019 – 9/30/2020	\$91,284.00	\$7,607.00

Tenant shall continue to pay Additional Rent (including without limitation Tenant's Proportionate Share of Operating Expenses) upon the same terms and conditions as provided in the Original Lease.

4. **Renewal Option.**

a) **Option.** Provided that no Default Event, assignment or sublease has occurred under any term or provision contained in the Lease and no condition exists which with the passage of time or the giving of notice or both would constitute a Default Event pursuant to the Lease, and provided that Tenant has continuously occupied the entire Premises for the Permitted Use during the Lease Term, Tenant (but not any assignee or sublessee) shall have the right and option (the "**Renewal Option**") to renew the Lease, by written notice delivered to Landlord no later than six (6) months (but no more than nine (9) months) prior to the expiration of the Renewal Term for a period of twenty-four (24) months (the "**Second Renewal Term**"), under the same terms, conditions and covenants contained in the Lease, except that (a) no abatements or other concessions, if any, applicable to the initial Lease Term or the Renewal Term shall apply to the Second Renewal Term; (b) the Base Rent for the first twelve (12) months of the Second Renewal Term shall be equal to \$7,765.48 per month and the Base Rent for the months thirteen (13)



through twenty-four (24) of the Second Renewal Term shall be equal to \$7,923.96 per month; and (c) all leasehold improvements within the Leased Premises shall be provided in their then existing condition (on an "As Is" basis) at the time Second the Renewal Term commences. Failure by Tenant to notify Landlord in writing of Tenant's election to exercise the Renewal Option herein granted within the time limits set forth for such exercise shall constitute a waiver of such Renewal Option.

b) Extension. Upon exercise of the Renewal Option by Tenant and subject to the conditions set forth hereinabove, the Lease shall be extended for the period of such Second Renewal Term without the necessity of the execution of any further instrument or document, although if requested by either party, Landlord and Tenant shall enter into a written agreement modifying and supplementing the Lease in accordance with the provisions hereof. Any termination of the Lease during the Renewal Term shall terminate all renewal rights hereunder. The renewal rights of Tenant hereunder shall not be severable from the Lease, nor may such rights be assigned or otherwise conveyed in connection with any permitted assignment of the Lease. Landlord's consent to any assignment of the Lease shall not be construed as allowing an assignment of such rights to any assignee.

c) Financial Condition. As a condition to Tenant exercising its rights pursuant to this Section 4, Tenant shall deliver to Landlord complete current financial statements of Tenant and any guarantors. Landlord shall have the right to review such financial statements. If Landlord is not satisfied, in its discretion, that Tenant has sufficient liquidity and ability to perform its obligations under the Lease during the Second Renewal Term, then Landlord shall so inform Tenant and the Renewal Option shall be of no force or effect.

5. Premises. Tenant accepts the Premises in "AS IS", "WITH ALL FAULTS" condition as of the date of this Amendment. Landlord has no responsibility to make any alterations or improvements to the Premises, except as expressly set forth in this Amendment. Exhibit D to the Original Lease is hereby deleted in its entirety. **Tenant specifically acknowledges that Landlord has made no representations or warranties whatsoever concerning the condition of any aspect of the Premises and the Building, or the present or future suitability for Tenant's use, and Tenant waives all implied warranties.**

6. Subleases. Article 10 of the Original Lease is hereby amended by adding the following language at the end of said Article 10:

"Notwithstanding anything herein to the contrary, Tenant may assign its entire interest under the Lease or sublet the Premises, or a portion thereof, (i) to any entity controlling or controlled by or under common control with Tenant or (ii) to any successor to Tenant by purchase, merger, consolidation or reorganization (hereinafter, collectively, referred to as "**Permitted Transfer**") without the consent of Landlord, provided: (1) Tenant is not in default under the Lease; (2) if such proposed transferee is a successor to Tenant by purchase, said proposed transferee shall acquire all or substantially all of the stock or assets of Tenant's business or, if such proposed transferee is a successor to Tenant by merger, consolidation or reorganization, the continuing or surviving entity shall own all or substantially all of the assets of Tenant; (3) with respect to a Permitted Transfer to a proposed transferee described in clause (ii), such proposed transferee shall have a net worth which is at least equal to the lesser of Tenant's net worth at the date of the Lease or Tenant's net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization as evidenced to Landlord's reasonable satisfaction; and (4) Tenant shall give Landlord written notice at least thirty (30) days' prior to the effective date of the proposed purchase, merger, consolidation or reorganization. No such Permitted Transfer shall relieve Tenant of its obligations under the Lease."



7. **HVAC Maintenance and Repair.** Section 7.02 of the Original Lease is hereby amended by replacing the third sentence of said Section 7.02 with the following language:

"Commencing on the first anniversary of the Commencement Date and thereafter, Tenant shall be responsible for all HVAC equipment repairs or replacements; provided, however, commencing with each Lease Year beginning on or after the first anniversary of the Commencement Date, Landlord shall reimburse Tenant for all amounts exceeding \$2500.00 spent by Tenant during the Lease Year for the repair or replacement of any of the Existing Units upon receipt of (i) invoices confirming the costs incurred by Tenant for such repairs or replacement and (ii) evidence satisfactory to Landlord that Tenant has maintained the preventive maintenance contract in accordance with Section 7.03(d) below."

8. **Accounting Principles.** The Original Lease is amended by adding the following as Section 4.05:

"**4.05 Accounting Principles.** Landlord and Tenant agree that each provision of the Lease for determining charges, amounts and Additional Rental payments by Tenant (including without limitation, this Article III) is commercially reasonable, and as to each such charge or amount, constitutes a "method by which the charge is to be computed" for purposes of Section 93.012 (Assessment of Charges) of the Texas Property Code, as such section now exists or as it may be hereafter amended or succeeded."

9. **Addresses for Notice.** Landlord's addresses for notice shall be as follows:

Black Top, LLC  
c/o TIG Real Estate Services, Inc.  
2600 Dallas Parkway, Suite 290  
Frisco, Texas 75034

or such other name and address as Landlord shall, from time to time, designate.

10. **Deletions.** There are no options or rights of early expiration, extension, renewal or expansion, except as specifically set forth in this Amendment. All such prior rights and options in the Original Lease, including without limitation Section 15.01 of the Original Lease, are deleted.

11. **Full Force and Effect.** Except as modified by this Amendment, all terms and conditions of the Lease shall remain in full force and effect and Landlord and Tenant shall be bound thereby. Tenant hereby represents, warrants and agrees that: (a) there exists no breach, default or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease, (b) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant, and (c) Tenant has no offset or defense to its performance or obligations under the Lease. Tenant hereby waives and releases all demands, charges, claims, accounts or causes of action of any nature against Landlord or Landlord's employees or agents, including without limitation, both known and unknown demands, charges, claims, accounts, and causes of action that have arisen out of or in connection with the Lease or Tenant's occupancy of the Premises under the Lease.

12. **Broker.** Tenant represents and warrants that it has not dealt with any broker other than Bridge Realty of Texas (representing Tenant) and Paladin Partners (representing Landlord) in connection with the negotiation or execution of this Amendment, and Tenant agrees to indemnify and hold Landlord harmless from all liability arising from any claim by any other broker claiming under Tenant including, without limitation, the cost of reasonable counsel fees in connection therewith.

13. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Lease; and the Lease and this Amendment are the valid, binding and enforceable obligations of such party.

**14. Anti-Terrorism Statute Compliance.** Tenant hereby represents and warrants to Landlord that Tenant is not: (a) in violation of any Anti-Terrorism Law; (b) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving or any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224; (d) engaging in or conspiring to engage in any transaction that evades or avoids, or had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (e) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "**Antiterrorism Law**" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "**Executive Order No. 13224**" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism" "**Prohibited Person**" is defined as (i) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control as its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "**USA Patriot Act**" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

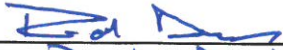
[Signatures Follow]



EXECUTED as of the date first written above.

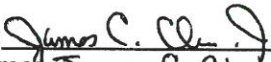
**LANDLORD:**

**BLACK TOP, LLC,**  
a Texas limited liability company

By:   
Name: Ronald Denhoyer  
Title: CEO  
Date: 3/23/17

**TENANT:**

**DENTON COUNTY TRANSPORTATION AUTHORITY**

By:   
Name: James C. Cline, Jr.  
Title: President  
Date: 7 March 2017



## Board of Directors Memo

April 28, 2022

SUBJECT: Consider Approval of a Memorandum of Understanding (MOU) with Dallas Area Rapid Transit (DART) and Trinity Metro for Rail Liability Insurance Administration

### Recommendation

Staff recommends the Board approve a Memorandum of Understanding (MOU) with Dallas Area Rapid Transit (DART) and Trinity Metro for rail liability insurance administration in the amount of \$75,000.

### Background

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.

Due to projected increases in premiums and the difficulty in placing coverage due to capacity constraints, DCTA worked with DART to be added to DART's rail liability program as an Insured, along with TEXRail and Grapevine Vintage Railroad, which was more cost effective than each agency securing its own coverage. The current policy provides \$140 million in coverage for November 1, 2021 through October 31, 2022.

The draft MOU outlines the principles and understanding of the rail liability insurance pooled program. Each agency will manage its own claims and/or lawsuits within the policy self-insured retention of \$3 million. The pooled program is currently administered by DART; DCTA provides all requested information and documents to DART, and DART works directly with its benefit broker to secure coverage for all agencies participating in the pooled program. The draft MOU includes an administrative fee payable to DART by DCTA and Trinity Metro, in addition to each agency's share of the premiums.

### Previous Board Activity & Action

- March 7, 2022 – Informational Report

### Identified Need

DCTA is contractually required to maintain rail operations liability insurance with a minimum limit of \$125 million.

### Financial Impact

The administrative fee of \$75,000 can be accommodated within the existing FY22 budget.

### Exhibits

Exhibit 1: Memorandum of Understanding

Submitted By:

Marisa Perry, CPA

Chief Financial Officer/VP of Finance

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**DALLAS AREA RAPID TRANSIT**  
**AND**  
**DENTON COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**FORT WORTH TRANSPORTATION AUTHORITY**  
**RELATING TO**  
**THE 2021-2022 RAIL LIABILITY INSURANCE POOLED PROGRAM INSURING THE**  
**AGENCIES' RAIL OPERATIONS IN THE DALLAS/FORT WORTH, TEXAS**  
**METROPOLITAN AREA**

**This Memorandum of Understanding** (“MOU”) outlines the principles and understanding regarding a regional Rail Liability Insurance Pooled Program (the “Pooled Program”). This MOU shall apply to the activities and the expectations of the Pooled Program participants and is entered into effective the 20th day of December, 2021 (the “Effective Date”), by and between **Dallas Area Rapid Transit**, 1401 Pacific Ave., Dallas, Texas 75202 (“DART”), a regional transportation authority established under Chapter 452 of the Texas Transportation Code; **Denton County Transportation Authority**, 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057 (“DCTA”), a coordinated county transportation authority established under Chapter 460 of the Texas Transportation Code; and **Fort Worth Transportation Authority**, 801 Grove St, Fort Worth, Texas 76102 (“Trinity Metro”), a regional transportation authority established under Chapter 452 of the Texas Transportation Code. The word “Party” shall refer to DART, DCTA, or Trinity Metro, and “Parties” refers to all of them.

**A. Background**

1. Trinity Railway Express (“TRE”), owned 50/50 by DART and Trinity Metro, is a commuter train running between the cities of Dallas and Fort Worth that is jointly owned and operated by DART and Trinity Metro pursuant to the Second Restated Interlocal Cooperative Agreement dated April 13, 2021 (the TRE ILA”); prior to the Effective Date, TRE’s operations already were covered by DART’s commuter rail liability operational insurance program (the “Prior Program”).
2. The A-train, owned by DCTA, is a 21-mile commuter train connecting Dallas and Denton counties, extending from the Downtown Denton Transit Center to DART’s Trinity Mills station prior to the Effective Date, the A-Train’s operations also were covered by the Prior Program.

3. TEXRail, owned by Trinity Metro, is a 27-mile commuter train running between downtown Fort Worth and the Dallas/Fort Worth International Airport; prior to the Effective Date, TEXRail's operations were covered by Trinity Metro's insurance and not by the Prior Program.
4. Grapevine Vintage Railroad ("GVRR"), owned by the City of Grapevine, Texas, is an excursion and special-event train operated by the City of Grapevine. Prior to the Effective Date, Trinity Metro included the GVRR, as a "named insured" on Trinity Metro's insurance pursuant to an Agreement Between Metro Area Transit Systems Corporation and the City of Grapevine, Texas, dated as of April 5, 2021, and related documents (the "GVRR Documents").
5. The Parties desire and intend for Trinity Metro to join the Prior Program and enter into this MOU so as to secure the Prior Program's benefits for itself and for GVRR under the GVRR Documents; for and in consideration of Trinity Metro committing to the other Parties that it will be responsible for GVRR's share of costs under the Pooled Program, including the satisfaction of any deductibles, self-insured retentions, or similar amounts (for which GVRR will reimburse Trinity Metro under the GVRR Documents), the other Parties agree that GVRR will be fully included under and benefited by the insurance provided under the Pooled Program to the same extent as if GVRR was a Party under this MOU.
6. Therefore, Trinity Metro (for itself and for the benefit of GVRR) commits to join DART's, TRE's, and DCTA's Prior Program, thereby forming the Pooled Program, to provide rail liability insurance for the commuter rail projects and GVRR listed in A.1. – 4. and future commuter rail projects pursuant to D.5; the Parties own and operate other mobility programs, such as buses, vans, on-demand services, which will not be insured under the Pooled Program.
7. The Pooled Program will provide DCTA with no less than \$125 million in coverage; and DART, Trinity Metro, and GVRR with no less than \$323 million in coverage. Policy limits will be adjusted in accordance with the Fixing America's Surface Transportation Act (FAST Act) or as otherwise required to comply with the Parties' contractual and other obligations.
8. The Parties and (by Trinity Metro) GVRR may add additional insureds to the Pooled Program policy to meet their contractual and similar obligations to third parties regarding the provision of commuter rail, excursion and special event insurance.

**B. Litigation and Claims**

1. Each of the Parties, at its own cost and expense, will investigate, handle, defend and resolve any and all of its claims or lawsuits within the policy self-insured retention, with Trinity Metro responsible for claims and lawsuits involving GVRR.
2. Each of the Parties may procure the services of a claims administrator or third-party administrator, commonly referred to as a "TPA," at its own cost and expense.

3. The Parties will meet quarterly to review accident-related claims and litigation.
4. DART, DCTA, Trinity Metro, and (by Trinity Metro) GVRR will report to all other Parties all accidents resulting in a fatality, catastrophic injury or that are likely to involve the policy as soon as practicable, but in all events within 5 business days.
5. DART, DCTA, Trinity Metro, and (by Trinity Metro) GVRR will report to all other Parties settlement demands of \$1,000,000 or greater as soon as practicable, but in all events within 5 business days. The insurance broker retained by the Administrator (as hereinafter defined) will report to the insurance carriers all claims likely to involve the policy.
6. The Parties will agree on a list of approved defense attorneys. The approved defense attorneys may be modified by any Party upon sending a copy of the revised list to the other Parties. The approved defense attorneys also will be acceptable to the applicable carriers to the extent required by the policy. Nothing in this MOU prevents the Parties of utilizing in-house counsel for the defense or litigation of rail related accidents.

**C. The Administrator, Premium and Administrative costs**

1. The Pooled Program will be administered by DART. The Parties agree to pay the serving Administrator a reasonable annual administrative fee for the implementation and administration of the Pooled Program. DART is selected as the first Administrator.
2. Cost of the Pooled Program's rail liability insurance policy will be reasonably and equitably shared between the Parties, such allocation being subject to the Parties' concurrence (not to be unreasonably withheld), with Trinity Metro responsible for GVRR's share; notwithstanding the foregoing, DART and Trinity Metro agreed in the TRE ILA that insurance costs would be equally shared (50/50) by those Parties, and that allocation will apply to the allocation of TRE insurance costs under this MOU.
3. DCTA, Trinity Metro, and (by Trinity Metro) GVRR agree to pay DART per policy year as follows: (a) DCTA \$75,000, (b) Trinity Metro \$149,000, and (c) (by Trinity Metro) GVRR, \$3,167. Any administrative fees and premium costs owing for TRE liability insurance will be (i) reflected in TRE's financial statements and (ii) payable under this MOU instead of the TRE ILA. For so long as this MOU remains in effect, the TRE ILA will be deemed amended in accordance with clause (ii) and no additional administrative fees or costs will be owed by DART or Trinity Metro under the TRE ILA or otherwise in connection with the liability insurance provided TRE under the Pooled Program, provided that the charging of fees and sharing of costs for other forms of TRE insurance are unaffected by this MOU.
4. Upon receipt of the premium invoice, each non-Administrator Party will pay its share of the rail liability insurance premium to the Administrator. The Administrator shall provide the annual allocation of premiums to the other Parties not less than 30 days before the renewal of the annual policy.

**D. Policy**

1. The Pooled Program's policy will be a per-occurrence excess liability policy. It will cover personal injury, property damage, advertising injury, and pollution liability arising from a sudden and accidental occurrence.
2. The Parties will provide the Administrator all data, documentation, and information needed for the renewal of the policy. The Administrator's insurance broker will market the Pooled Program and, subject to the Parties' concurrence (not to be unreasonably withheld), bind the policies on behalf of the Parties (and covering GVRR as provided above). During that marketing, any Party may present other proposed policies which the Administrator will reasonably evaluate. The Administrator's insurance broker fees will be the sole responsibility of the Administrator.
3. DART, DCTA, Trinity Metro, and (by Trinity Metro) GVRR each agree to notify the then-serving Administrator in writing 120 days prior to the rail liability policy expiration date of its desire to terminate this MOU.
4. Each Party will be given a copy of the Pooled Program's policy documents for its review and will notify the Administrator within 30 days of receipt of any needed material changes to the policy.
5. All future commuter rail corridors (*e.g.*, DART's Silver Line) and corridor expansions will be added to the Pooled Program with a requisite proportional increase in the allocation of costs to the owner of the corridor or expansion agreed to by all Parties.
6. Similarly, while the standard self-insured retention under the Pooled Program policy is \$3 Million, any Party may request a lower or higher retention amount for its operations and receive a corresponding increase or decrease in that Party's allocation of costs.
7. DART, DCTA, Trinity Metro, and (by Trinity Metro) GVRR agree that in the event one of the Parties or (by Trinity Metro) GVRR reports a claim that requires a claim settlement payment in excess of the self-insured retention, the responsible participant agency will fund the reinstatement of the policy limit.
8. The Administrator shall include a reinstatement provision endorsement to the Pooled Program policy as required under the PTC-220 agreements currently in force and binding upon Trinity Metro and DART.
9. DART, as the initial Administrator, will: (a) include an endorsement to the policy to provide Trinity Metro and (by Trinity Metro) GVRR coverage for any coverage gaps otherwise resulting from the change from a claims-made policy to an occurrence policy under the Pooled Program and (b) allocate the first-year costs of the Pooled Program giving reasonable consideration to the term of that coverage for Trinity Metro and (through Trinity Metro) GVRR being only 10 months instead of 12.



**E. Termination, Removal, and Withdrawal**

1. This MOU may be terminated (a) by the Administrator upon not less than 120 days' prior written notice to the other Parties so as to allow the other Parties adequate time to procure replacement insurance or (b) immediately or after some other specified period by written agreement of all the Parties.
2. A Party may be removed from this MOU and its rights hereunder terminated upon that Party's default under this MOU and the Administrator providing that Party notice and reasonable opportunity to cure, provided that any default involving the nonpayment of money will require no more than 10 days' prior written notice.
3. A Party may withdraw from this MOU upon not less than 120 days' prior notice to the other Parties.

**F. Notice**

1. When notice is permitted or required by this MOU, it shall be in writing and shall be deemed delivered (a) when delivered in person, (b) upon the date of a printed machine confirmation that a complete transmission has been made when delivered by email, (c) 1 business day after deposit with a reputable overnight courier, (d) 3 days after being placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, in each case addressed to the applicable Party or Parties at the addresses set forth above, or when receipt is acknowledged if delivered by email. Notice shall be sent to:

Dallas Area Rapid Transit  
PO Box 660163  
Dallas, TX 75266-7255  
Attn: President & Chief Executive Officer

Fort Worth Transportation Authority, d/b/a Trinity Metro and Grapevine Vintage Railroad  
801 Grove Street  
Fort Worth, TX 76102  
Attn: President & Chief Executive Officer

Denton County Transportation Authority  
1955 Lakeway Dr. Ste. 260  
Lewisville, TX 75057  
Attn: President/CEO

2. Effective notice to Trinity Metro shall be deemed effective notice to GVRP.

**G. No Joint Enterprise, Partnership, Etc.**

The Parties do not intend that this MOU be construed as finding that the Parties have formed a joint enterprise, joint venture, or partnership, and the Parties specifically disclaim such relationship; there are no common pecuniary interests, no common purpose, and no equal right of control among the Parties. The purposes for which each Party has entered into this MOU are separate and distinct. No fiduciary or other special relationship exists between the Parties. This MOU was the subject of arms-length negotiations.

**H. Counterparts**

This MOU may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. “Electronic signature” includes faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

EXECUTED by the Parties on the dates indicated below, to be effective as of the Effective Date.

Dallas Area Rapid Transit

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Fort Worth Transportation Authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Denton County Transportation Authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Board of Directors Regular Board Meeting Minutes

March 7, 2022 | 10:00 a.m.

The Board of Directors of the Denton County Transportation Authority (DCTA) convened the Regular Meeting of the Board of Directors with Chair Cesar Molina presiding on March 7, 2022, at 10:00am located at the DCTA Administrative Offices.

### Voting Members

Chair Cesar Molina, Denton County  
Vice-Chair TJ Gilmore, City of Lewisville  
Secretary Dianne Costa, City of Highland Village  
Board Member Andy Eads, Denton County  
Board Member Alison Maguire, City of Denton

### Alternates

Board Member Jody Gonzalez, Denton County  
Board Member Kristin Green, City of Lewisville  
Board Member Pat Smith, City of Denton  
Board Member Paul Stevens, City of Highland Village

### Non-Voting Members

Board Member Tom Winterburn, City of Corinth  
Board Member Dennie Franklin, City of Frisco  
Board Member Connie White, Small Cities  
Board Member Mark Miller, City of Flower Mound  
Board Member Joe Perez, City of The Colony

### Legal Counsel

Joe Gorfida, NJDHS

### DCTA CEO

Raymond Suarez

### CALL TO ORDER

Chair Molina called the meeting to order at 10:05am. All voting board members were present. The following alternates and non-voting members were present in-person: Jody Gonzalez, Kristin Green, Paul Stevens, Joe Perez, and Connie White. Pat Smith, Dennie Franklin, Tom Winterburn participated virtually. Note: The Board recessed at 12:12pm for lunch and reconvened at 12:46pm.

### INVOCATION

Secretary Costa provided the invocation.

## INTRODUCTIONS

There were no introductions during this meeting.

## PUBLIC COMMENT

The following individual wished to address the board during this time: Eva Grecco

## CONSENT AGENDA

1. Consider Approval of Regular Meeting Minutes dated December 2, 2021 and January 27, 2022

(packet pages 7-28)

Action Item

Backup Information      Exhibit 1: December 2, 2021 Minutes  
Exhibit 2: January 27, 2022 Minutes

2. Consider Approval of Monthly Financial Statements for January 2022

(packet pages 29-36)

Action Item

Backup Information:      Memo  
Exhibit 1.1: Monthly Financial Statements – January 2022  
Exhibit 1.2: Capital Projects Budget Report – January 2022

*Motion by Board Member Eads with a second by Secretary Costa to approve the Consent Agenda as presented. Motion passes 5-0.*

## REGULAR AGENDA

1. Presentation of Audit Report for Fiscal Year End September 30, 2021 by Plante Moran and Consider Approval of the FY2021 Financial Statements and Supplemental Information

(packet pages 37-121)

Action Item

Presenters:              Amber Karkauskas, Controller/AVP of Finance  
Keith Szymanski, Senior Manager – Plante Moran

Backup Information:      Memo  
Exhibit 1: FY2021 Annual Comprehensive Financial Report (ACFR)  
Exhibit 2: FY2021 Single Audit Report  
Exhibit 3: Plante Moran's Report to the Board of Directors

Amber Karkauskas, Controller/AVP of Finance, introduced Keith Szymanski, Senior Manager of Plante Moran, who presented the following:

- Recap
- Independent Auditor's Report
- Single Audit Report
- Other Comments

Mr. Szymanski was extremely complimentary of DCTA Staff during this audit. Board discussion regarding potential legal concerns with "lumping" the North Texas Mobility Corporation (NTMC) into the report (Note: Legal Counsel did not have any concerns).

*No Board action required at this time.*

## 2. Mobility Services Update

(packet pages 122-123)

*Discussion Item*

Presenter: Javier Trilla, AVP of Innovation & Information Technology

Backup Information: Memo

Javier Trilla, AVP of Innovation & Information Technology and Pamela Burns, Director of Public Involvement and Communications, provided an update to the Board highlighting the following:

- GoZone Dashboard
- Effect of Demand and correlation on seat unavailability (November-January)
- Seats unavailable by Member City and Time
- Comprehensive Operations Analysis (COA) Presentation and Future state of service to include:
  - ✓ Multimodal App Development and Design (February – March)
  - ✓ Develop Pricing Model and Levels (March)
  - ✓ Refine Service Profiles with Additional Data (April)
  - ✓ Present Initial Findings to Board (May)
  - ✓ Present Joint Service Design and Analysis to Board (June)
  - ✓ Service Change (September)
- Denton Connect Service Profile – March Implementation
- Communication Strategies (Marketing Collateral, Digital Marketing, News Releases, Community Outreach, Customer Service and Bus Stop Signage)

The Board had a hearty discussion regarding clarification of service hours (i.e. maximum per contract), number of completed trips by day of week, increased average pick up times, high demands and supply issues, additional vehicles and/or service needed for positive impact to address issues, managing the success of GoZone, shared-ride improvement, promotional fares (i.e. price alignment, capturing more revenue, individually tracking promotional fares), elimination of fares for A-train and Connect (discussion for June), thorough analysis of advertising and public relations and how DCTA communicates to the public (Board request: a “standing agenda item” to report public outreach efforts and receive the public outreach presentation prior to posting agenda for Board review), public outreach time periods, Title VI, setting a Policy Pricing Structure, analysis of GoZone Rate Structure, QR code challenges, additional GoZone signage, and ADA compliance with signs.

*No Board action required at this time.*

3. Discuss and Consider Authorizing the CEO to Negotiate and Enter into an Agreement with River North Transit LLC (Via) for Comprehensive Operations Analysis Services (packet pages 124-134)

*Action Item*

Presenter: Javier Trilla, AVP of Innovation & Information Technology

Backup Information: Memo  
Exhibit 1: DCTA Via Consulting Agreement

Javier Trilla, AVP of Innovation & Information Technology provided the report highlighting the following:

DCTA Service Planning – Identified Tasks in Via Scope of Work

- Define Technology Options and Timeline
- Existing Conditions Analysis
- Develop and Assess Service Alternatives
- Refine Service Alternatives
- Cost-Benefit Analysis
- Develop Initial and Final Recommendations for the Board
- Implementation

Total Cost of proposed services over five months: \$75,000

Board discussion regarding “stand alone contract” versus Task Order clarification, whether or not exempt from competitive bidding, mobility app integration, whether or not Via was part of DART’s app, cost effectively servicing passengers (i.e., need cost-benefit analysis provided in June), discussion of elimination of fares, and continuous assessment of pricing.



*Motion by Board Member Maguire with a second by Vice-Chair Gilmore to approve as presented. Motion passes 5-0.*

4. Consider Approval of Resolution R22-02 Approving Budget Revision 2022-07  
(packet pages 135-145)

*Action Item*

Presenter: Amanda Riddle, Senior Manager of Budget  
Backup Information: Memo  
Exhibit 1: Resolution R22-02 with the following Exhibits:  
“A”: Budget Revision 2022-07  
“B”: Change in Net Position (DCTA Only)  
“B-1”: Change in Net Position (DCTA & NTMC Combined)  
Exhibit 2: Year-to-Date FY22 Budget Revisions

Amanda Riddle, Senior Manager of Budget, provided the report to the Board highlighting the following:

Via Customer Service

- Increase of \$242,200
- Monthly Fee of \$35K (March – September 2022) with a credit of \$2,800
- Annualized Support Cost - \$420K
- Includes phone and email support for all GoZone service hours

Joint Rail Operations Facility (JROF)

- Design phase of the JROF expansion of the DCTA Rail Operations and Maintenance Facility with DART
- Capital Project Budget - \$1,027,200
- Receipt of DART design funds - \$1,027,200
- Execution of Task Orders with Jacobs Engineering

Board discussion regarding the selection of Jacobs Engineering.

*Motion by Board Member Eads with a second by Vice-Chair Gilmore to approve as presented. Motion passes 5-0.*

5. Review and Discuss Project Management Office (PMO) Activities with Accenture, LLP  
(packet pages 146-148)

*Discussion Item*

Presenter: Chris Newport, Accenture, LLP  
Backup Information: Memo  
Exhibit 1: Accenture PMO Status Report

Chris Newport, Accenture, provide the Board with an update highlighting the following:

- Task Order #3 – Board/Staff Strategic Planning Offsite, Service Analysis and Reporting, ERP Sourcing Strategy and Service and Fare Design Analysis (current focus/accomplishments and risks/issues/mitigations)
- DCTA ERP Alternative Selection
  - ✓ Project Purpose – Assess the capabilities, strengths, and challenges of alternatives for DCTA ERP, Financial, Contract and Grant Management capabilities to identify a sustainable solution for current and future DCTA back-office functionality needs.
  - ✓ Desired Outcomes
    - Increased awareness of ERP market options
    - Degree of functional and technical fit for DCTA
    - Awareness and mitigation of implementation risks
    - Streamline implementation and speed to value for DCTA
    - Selection and implementation of best value ERP for DCTA
  - ✓ Workplan Schedule
  - ✓ Overall Project Schedule
  - ✓ Phase 1 Activity Schedule Detail

Board discussion regarding an agenda item (on March 24, 2022 agenda) to reschedule the Board Strategic Planning Offsite, timeline for GoZone dashboard, overview of ERP demo presentations (several viable options available), detailed prompts, and designing/capturing risks with implementation.

*No Board action required at this time.*

6. Consider Approval of Amendment to Task Order with River North Transit LLC (Via Regarding GoZone Customer Support Services

(packet pages 149-151)

Action Item

Presenter:	Javier Trilla, AVP of Innovation & Information Technology
Backup Information	Memo
	Exhibit 1: DCTA Amendment #4 - Full Time Customer Support (Mar 2022 - Sept 2022)

Javier Trilla, AVP of Innovation & Information Technology, presented to the Board highlighting the following:

- Total calls since October 1, 2021 – 21,714
- Average wait time (sec) – 65
- Total support cost (March 1-September 30, 2022): \$245,000
- Credit: Existing Monthly Fee – Late Night/Weekend Support (March 1-7, 2022- which is already contracted in Amendment #2) – (\$2,800)
- 2022 Incremental Costs to DCTA (March 1-September 30, 2022) - \$242,200

*Motion by Board Member Maguire with a second by Secretary Costa to approve as presented. Motion passes 5-0.*

7. Presentation and Discussion of Approach to Enhance Value of the A-train  
(packet page 152)

*Discussion Item*

Presenter: Paul Cristina, Deputy CEO

Backup Information: Memo

Paul Cristina, Deputy CEO, provided the report highlighting three (3) objectives to enhance A-train value and providing information of evaluations completed to date, evaluations required and potential enabling project/resources available.

1. Improve schedule and frequency for regional connectivity
2. Consider service extension to new station at Carrollton
3. Consider new station at Corinth

Defining the Approach

- Identify objectives
- Evaluate individual objective scenarios
- Identify enabling capital project by objective
- Understand capital project value across objectives and among partners to prioritize investment
- Identify funding and execute the program
- Developing the Program (Cost/funding matrix identifies partner agency contribution, commensurate with benefits and outcomes achieved)
- Regional efforts underway to provide conditions favorable to program development, funding, and execution (JROF momentum and contemplation of long-term deal, DART Silver Line: ongoing planning, engineering, and construction tasks, Silver Line revenue target date: Q42024, North Central Texas Council of Governments (NCTCOG) Denton County Transit Study, Federal funding streams)
- A-train Corridor Development (conceptual timeline)

- Next Steps
  - ✓ Scope and procure A-train Study
  - ✓ Collaborate with DART on engineering evaluation and operational requirement of Trinity Mills – Downtown Carrollton segment
  - ✓ Continue dialogue with NCTCOG to ensure alignment with upcoming plans
  - ✓ Begin discussions with City of Carrollton on station area plan
- Parallel Efforts
  - ✓ Negotiate and execute DART short term lease
  - ✓ Procure joint appraisal of A-train corridor with DART
  - ✓ Negotiate and execute DART long-term lease (target: Summer 2023)
  - ✓ Identify budget amendment item to hire staff resource: AVP, Rail Operations

Board discussion regarding more transit-oriented development and parking at the Downtown Denton Transit Center (DDTC) – underutilized area with potential value to increase ridership, LTK optimization study, upgraded vehicles to Class 2 or Class 4, role of the consultant to perform the operations/engineering analysis (and whether this task can be performed in-house), discussion of letter drafted by NCTCOG, signed by Denton County and sent to Mayors, individual to oversee the rail contractor (will bring back for consideration once scope is confirmed).

*No Board action required at this time.*

## 8. Provide Update on Burns Property Lease ([packet page 153](#))

*Discussion Item*

Presenter: Paul Cristina, Deputy CEO

Backup Information: Memo

Paul Cristina, Deputy CEO, provided the report to the Board with a report highlighting the following:

- June 2020 – DCTA executed FTA grant for \$11.3M to acquire property and construct Transit Oriented Development and DCTA Administrative Headquarters.
- Post-Closing Lease Terms

Board discussion regarding charging the seller of the Burns property “something”, concerns with letting someone use publicly owned land for free, entertaining a “lesser lease rate”, clarification of current lease rate and timelines, COVID challenges, gas line challenges, no immediate plans on how DCTA plans to utilize the property in the future, clarification of “gifting” public property, concerns that seller may be looking at other options, and discussion of a 6-month, with an optional 6-month extension (not a full 12 month).

*It was the consensus of the Board for staff to negotiate with the seller a lease extension at a rate to be determined.*

9. Staff Briefing on Recent Inclement Weather Response and Recovery  
(packet pages 154-155)

*Discussion Item*

Presenter: Brittney Farr, Director of Government Relations

Backup Information: Memo

Brittney Farr, Director of Government Relations, provided a report to the Board highlighting the following from Winter Storm Landon and Winter Storm Oakley:

- Communications to Board, Staff and Public
- Decisions surrounding the suspension of service
- Member City requests
- Emergency Services
- Lessons Learned/Potential Improvement Opportunities
- Best Practices

The Board provided appreciative comments to staff.

*No Board action required at this time.*

10. Discuss Local and Regional Transportation Updates and Legislative Issues  
(packet pages N/A)

*Discussion Item*

Presenters: Cesar Molina, Chair  
Dianne Costa, Board Secretary  
Raymond Suarez, CEO

Chair Molina, Secretary Costa and CEO Suarez reported on the following:

- APTA Legislative conference scheduled for March 13-15, 2022, in Washington DC
- Regional Transportation Council (Judge Eads appointed as Board Member)
- Regional Vanpool (DART notified DCTA and Trinity Metro that they are terminating their agreement with their current vanpool contractor and will be unable to provide service to 9 existing vanpools)
- Dallas Regional Mobility Coalition Update
- Transit Employee Transportation Day – March 18, 2022 - #thanksDCTA
- Continued Mask Mandate for Transit through March 18, 2022

11. Consider a Second Amended and Restated Employment Agreement Between Denton County Transportation Authority (DCTA) and the Chief Executive Officer (CEO)  
([packet page 156](#))

Action Item

Backup Information: Memo

*The Board convened into Closed Executive Session at 1:25pm.*

## INFORMATIONAL REPORTS

1. Monthly Financial Reports

([packet pages 157-165](#))

Backup Information: Memo 1: Monthly Sales Tax Receipts  
Exhibit 1: FY22 Monthly Sales Tax Report  
Memo 2: Monthly Mobility-as-a-Service Update  
Memo 3: Budget Information  
Exhibit 3: Proposed FY23 Budget Calendar

2. Monthly Ridership Reports

([packet pages 166-173](#))

Backup Information: Memo  
Exhibit 1: Ridership by Mode – January 2022  
Exhibit 2: A-train Year-Over-Year Ridership Comparison  
Exhibit 3: Connect and GoZone Ridership by Month and Year  
Exhibit 4: Fixed-Route Ridership – January 2022  
Exhibit 5: Connect Ridership Year-Over-Year by Month  
Exhibit 6: UNT Ridership Year-Over-Year by Month

3. Request for Proposals (RFP) 22-02 State Legislative Consultant

([packet page 174](#))

Backup Information: Memo

4. Community Advisory Committee Recap Report

([packet pages 175-184](#))

Backup Information: Memo  
Exhibit 1: Community Advisory Committee Recap Report

5. Request for Proposals (RFP) 22-03 Unarmed Uniformed Security Guard Services at Bus Operations Facility and Downtown Denton Transit Center (DDTC)

([packet page 185](#))

Backup Information: Memo



6. Memorandum of Understanding (MOU) with Dallas Area Rapid Transit (DART) and Trinity Metro for Rail Liability Insurance Administration

([packet page 186](#))

Backup Information: Memo

7. Extension of 17-03 On-Demand Rideshare Services and 17-27 On-Call Taxi and Non-emergency Transportation Services Contracts

([packet pages 187-188](#))

Back up Information: Memo

*No Board action regarding the Information Reports. However, Marisa Perry mentioned the Proposed FY2023 Proposed Budget Calendar highlighting the specific dates below. Any concerns or conflicts with dates should be forwarded to Kisha Morris-Perkins, Executive Assistant/Board Process Manager:*

- *June 16, 2022 (DCTA Budget Workshop)*
- *June 22, 2022 (NTMC Budget Workshop)*
- *June 23, 2022 (DCTA Regular Board Meeting)*
- *July 27, 2022 (NTMC Budget Workshop Part II – If needed)*
- *July 28, 2022 (DCTA Budget Workshop Part II – If needed)*
- *August 24, 2022 (NTMC Board Meeting – FY23 Budget Presentation)*
- *August 25, 2022 (DCTA Board Meeting – FY23 Budget Presentation and Public Hearing)*
- *September 22, 2022 (DCTA Board Meeting – FY23 Budget Adoption)*
- *September 28, 2022 (NTMC Board Meeting – FY23 Budget Adoption)*

#### FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

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

[Next Board Meeting Date:](#)    [March 24, 2022](#)

- Monthly Reports – Public Outreach
- Trinity Metro Bus Operations Outsourcing Update
- Service Areas – City of Lewisville – GoZone Service (possible expansion of service and/or explanation)
- Multi-vendor unified App (GoPass)
- Reinstate the Pledge of Allegiance during Board Meetings
- Reinstate in-person staff presentations during Board Meetings

## 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:

*The Board of Directors will convene into Closed Executive Session pursuant to Section 551.074 of the Texas Government Code, Personnel Matters, to deliberate the evaluation, duties, and employment of the Chief Executive Officer.*

*The Board of Directors convened into Closed Executive Session at 1:25pm.*

## RECONVENE OPEN SESSION

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

*The Board of Directors reconvened into Open Session at 3:30pm with the following action:*

*Motion by Vice-Chair Gilmore with a second by Board Member Eads to accept the resignation of Chief Executive Officer Raymond Suarez effective March 31, 2022, and appoint Paul Cristina as the Interim Chief Executive Officer effective April 1, 2022. Motion passes 5-0.*

*Motion by Secretary Costa with a second by Board Member Maguire to approve the severance benefits agreement. Motion passes 4-1. Board Member Eads opposed.*

The Board of Directors completed the Executive Session at 3:30pm.

## ADJOURN

Chair Molina adjourned the meeting at 3:33pm.

---

Cesar Molina, Chair

---

Dianne Costa, Board Secretary



## Board of Directors Regular Board Meeting Minutes

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

The Board of Directors of the Denton County Transportation Authority (DCTA) convened the Regular Meeting of the Board of Directors with Chair Cesar Molina presiding on March 24, 2022, at 10:00am located at the DCTA Administrative Offices.

### Voting Members

Chair Cesar Molina, Denton County  
Vice-Chair TJ Gilmore, City of Lewisville  
Secretary Dianne Costa, City of Highland Village  
Board Member Andy Eads, Denton County  
Board Member Alison Maguire, City of Denton

### Alternates

Board Member Jody Gonzalez, Denton County  
Board Member Kristin Green, City of Lewisville  
Board Member Pat Smith, City of Denton  
Board Member Paul Stevens, City of Highland Village

### Non-Voting Members

Board Member Tom Winterburn, City of Corinth  
Board Member Dennie Franklin, City of Frisco  
Board Member Connie White, Small Cities  
Board Member Mark Miller, City of Flower Mound  
Board Member Joe Perez, City of The Colony

### Legal Counsel

Joe Gorfida, NJDHS

### DCTA CEO

Raymond Suarez

### CALL TO ORDER

Chair Molina called the meeting to order at 10:02am. All voting Board Members were in attendance. The following alternates and non-voting members were in attendance: Jody Gonzalez (departed at 2:56pm), Kristin Green, Pat Smith and Paul Stevens (departed at 1:19pm).

### INVOCATION

Pat Smith provided the invocation.

## PLEDGE OF ALLEGIANCE

## INTRODUCTIONS

In anticipation of upcoming presentations, Deputy CEO Paul Cristina introduced guest from Via Transportation and Accenture.

## PUBLIC COMMENT

No public comments during this meeting.

## CONSENT AGENDA

### 1. Consider Approval of Monthly Financial Statements for February 2022

(packet pages 8-15)

Action Item

Backup Information: Memo

Exhibit 1.1: Monthly Financial Statements – February 2022

Exhibit 1.2: Capital Projects Budget Report – February 2022

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

(packet pages 16-18)

Action Item

Backup Information: Memo

Exhibit 1: Letter of Resignation from Sara Hensley

Exhibit 2: Resolution R22-05

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

(packet pages 19-68)

Action Item

Backup Information: Memo

Exhibit 1: Solicitation 22-01

Exhibit 2: Evaluation Consensus Average

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

(packet pages 69-71)

Action Item

Backup Information: Memo

Exhibit 1: Resolution R22-04

*Motion by Board Member Maguire with a second by Secretary Costa to approve as presented. Motion passes 5-0.*

## REGULAR AGENDA

### 1. Discussion of Title VI Policy Update to Include Major Service and Fare Change Policy ([packet page 72](#))

#### *Discussion Item*

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

Backup Information: Memo

Krista Purser and Gibran Hadj-Chikh from Kittelson & Associates, Inc., presented the report highlighting the following:

- What is Title VI Policy?
- What's changed for DCTA?
  - ✓ Key Less than 50 fixed-route operating vehicles in peak service
- Title VI Policy Contents
- Content Updates
- Next Steps – Seek adoption from Board in April and submit to FTA by June 1, 2022

Board discussion regarding continued collection of data (although not federally required) impacts that revise Title VI update timelines (i.e., 3 year) and Title VI triggers (route changes).

***No Board action required at this time.***

### 2. Mobility Services Update ([packet page 73](#))

#### *Discussion Item*

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

Backup Information: Memo

Javier Trilla, AVP of Innovation and Information Technology, Ari Luks (Via), George Brighten (Via), and Chris Newport (Accenture) presented highlighting the following:

- GoZone Ridership – Additive to fixed route Connect ridership, enabling DCTA to exceed pre-pandemic ridership.
- Growth of Monthly GoZone ridership since Launch
- Service Outputs (Rider Demand/Vehicle Hours)
- Utilization & Rides

- “Seat Unavailable”
- Average Proposed ETA
- Ridership – Total service cost and Y1 not to exceed
- Year 1 Budget and Operational Forecast – 3 scenarios
- Comprehensive Operations Analysis (COA) Process
- COA – Master Schedule
- Initial Fare Analysis
- Guiding Principles - DCTA Goals
- Ridership Insights – Distribution of demand by distance
- Ridership Insights – Geographic distribution of demand
- Potential Fare Structure (Flat Fare, Distance Based fare, Hybrid Fare Model)
- Fare Model Discussion – Individual GoZone Trips
- Intermodal App Functionality
- GoPass – GoZone Integration Discussion Update

Board discussion regarding increased in “seat unavailability” and suggestions to address (i.e. Lewisville/Highland Village zone), amount of people transported using Modality A or Modality B, average ridership number (10/hour on a fixed route with 15 or 30 minute frequency), conversations regarding significant delays (tracking, reporting performance issues) customer service/recovery, salesmanship, advocacy, routine systems to address customer complaints routinely, and training for staff in the following areas: driver/driving safety, current laws (i.e. mask mandate), customer service skills and professionalism.

The Board also discussed predictability and scheduling (pre-book trips) of rides, driver tracking via app, shifting demand based upon feedback, tracking wait time increases/decreases, density of ridership of vehicles, wait times for other service modes (micro-transit/fixed route), incentivizing current infrastructure, brand ambassadors, request for projected revenues if shifted from 4 miles to 3 miles, geo-fencing, fare model discussion in Denton, Lewisville & Highland Village, and clarification of the terms “deep linking” and “native” regarding intermodal functionality.

*No board action required at this time.*

3. Discuss DCTA’s Public Communication Program and Consider Authorizing the Interim Chief Executive Officer (CEO) to Negotiate and Enter into an Agreement(s) with a Firm(s) for Current and Upcoming Public Outreach Needs  
([packet page 75](#))

*Action Item*

Presenter: Pamela Burns, Director of Public Involvement & Communications  
Backup Information: Memo



Pamela Burns, Director of Public Involvement & Communications, presented the report highlighting the following:

- Marketing Department Organizational Chart
- Strategy Overview and Execution Methods
- Focus on Agency Service and News
- Focus on Target Audiences
- Grassroots Efforts
- Reinforced Messaging
- Evergreen Content
- Execution Methods and Impact (Public Relations, social media, Email Marketing, Website and Community Relations)
- DCTA Public Involvement and Data
- GoZone Pre-Launch
- GoZone Post-Launch/Ongoing
- Fare and Service Change Public Comment Period (Listen, Review, Engage)
- Public Involvement Timeline
- Consultant Assistant – Roles and Responsibilities for Staff and Consultant

Board request

- ✓ Marketing Department budget to include a breakdown of line items for public relations
- ✓ Spreadsheet of every contract with outside consultants
- ✓ Revenue opportunities on buses
- ✓ Consider hiring a Public Relations Consultant

Board discussion regarding opportunities to promote public transportation (i.e., gas price increases), public outreach to include major employers (list of top 10 major employers of member cities/county) and multi-family housing to revamp or re-ignite partnerships, vision for Brand Ambassadors, establishment of a standard committee for public relations, advertising revenue, repurposing bus stops signage, and QR coding.

***Motion by Board Member Eads and a second by Board Member Maguire to authorize the Interim CEO to negotiate and enter into a contract with PS-Stearns, Inc. for an amount not to exceed \$15,000 for Brand Ambassadors to assist in the Public Engagement Process. Motion passes 5-0.***

4. Consider Approval of Contract Amendment with PS-Stearns, Inc. for GoZone Brand Ambassador Services to Support GoZone  
([packet pages 76-79](#))

*Action Item*

Presenter: Pamela Burns, Director of Public Involvement & Communications

Backup Information: Memo

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

Pamela Burns, Director of Public Involvement & Communications, presented the report highlighting the following:

- PS-Stearns Contract History
  - ✓ April 28, 2021 – Board approval – Contract
  - ✓ August 26, 2021 – Board approval – Amendment 1 for Brand Ambassador services to support GoZone
  - ✓ December 2, 2021 – Discussion – Brand Ambassadors communicate fixed route changes to riders
  - ✓ March 24, 2022 – Request Board approval for Amendment for work requested in December

*Motion by Secretary Costa with a second by Board Member Eads to approve as presented. Motion passes 5-0.*

5. Consider Approval of Contract Staff Support Services  
([packet page 80](#))

*Action Item*

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

Backup Information: Memo

Marisa Perry, Chief Financial Officer/VP of Finance, presented and highlighted the need of support services for the Finance and Accounting Departments due to recent staff resignations.

Board discussion regarding critical needs of organization (short-term, long term), temporary-to-hire positions, factors contributing to resignations, current budget (salary savings), and overall staffing.

*Motion by Board Member Maguire with a second by Board Member Eads to authorize the Interim CEO to use and negotiate a cooperative agreement and other agreements for the augmentation of staff and employees in the Finance, Accounting and Budget departments with expenses not to exceed current authorized Fiscal Year 2022 Budget. Motion passes 5-0.*

6. Consider Approval of an Extension of 17-03 on Demand Rideshare Services Contract and 17-27 On-call Taxi and Non-emergency Transportation Services Contract  
(packet pages 81-88)

*Action Item*

Presenter: Brandy Hazel, Manager of Contracts and Procurement

Backup Information: Memo

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

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

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

*Motion by Board Member Maguire and a second by Vice-Chair Gilmore to approve the extensions as presented. Motion passes 5-0.*

7. Consider Authorizing the Interim Chief Executive Officer (CEO) to Negotiate a Rate for Electric Utility Services and Enter into an Agreement for such service for various Denton County Transportation Authority (DCTA) facilities  
(packet pages 89-98)

*Action Item*

Presenter: Brandy Hazel, Manager of Contracts and Procurement

Backup Information: Memo

Exhibit 1: EPA Green Power Partnership Agreement

Exhibit 2: MES Sustainability Overview

Brandy Hazel, Manager of Contracts and Procurement, presented the report highlighting the following:

- Energy Purposes (Services include Administration and Rail facilities, Rail Crossings, Bungalows, Lights)
- Price Lock (Best time, Term Options, Fee per Kilowatt hour)
- Green Energy and Sustainability

Board discussion regarding the benefits to DCTA (i.e., reducing carbon footprint) and annual energy consumption.

*Motion by Board Member Maguire with a second by Secretary Costa to authorize the Interim CEO to negotiate a rate for Electric Utility Services and enter into an agreement for such service at DCTA facilities including the premium for green energy. Motion passes 4-1. Board Member Eads opposed.*

8. Consider Approval of Resolution R22-03 Approving Budget Revision 2022-09  
(packet pages 99-113)

*Action Item*

Presenter: Amanda Riddle, Senior Manager of Budget

Backup Information: Memo

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

“A”: Budget Revision 2022-09

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

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

“C”: Long Range Financial Plan

Exhibit 2: Year-to-Date FY22 Budget Revisions

Amanda Riddle, Senior Manager of Budget, presented the report highlighting the following:

- Depreciation Expense
- Federal Capital Grant Revenue
- Capital Project Rollovers
- Capital Project Increases

*Motion by Vice-Chair Gilmore and a second by Board Member Maguire to approve as presented. Motion passes 5-0.*

9. Discuss Status of Joint Rail Operations Facility (JROF) Project Development  
(packet page 114)

*Discussion Item*

Presenter: Paul Cristina, Deputy CEO

Backup Information: Memo

Deputy CEO Paul Cristina presented the report highlighting the following:

- DCTA Maintenance Facility Expansion Project Timeline (Pre-design, Final Design, Construction)
- Existing DCTA Maintenance Building Site
- JROF Options 1 and 2

*No Board action required at this time.*

10. Discuss and Consider Approval of Funds Transfer from Dallas Area Rapid Transit (DART) and Task Order with Lockwood, Andrews, and Newnam, Inc. for Quality Compliance and Project Management Support Services  
(packet pages 115-127)

*Action Item*

Presenter: Paul Cristina, Deputy CEO

Backup Information: Memo

Exhibit 1: Accounts Receivable Letter

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

Exhibit 3: JROF Proposed Project Baseline Budget

Board discussion regarding DART letter for transmittal on soft cost component.

*Motion by Vice-Chair Gilmore with a second by Secretary Costa to approve as presented. Motion passes 5-0.*

11. Discuss and Consider Authorizing the Interim Chief Executive Officer (CEO) to Enter into an Agreement with an Executive Search Firm  
([packet pages 128-168](#))

*Action Item*

Presenter: Paul Cristina, Deputy CEO

Backup Information: Memo

Exhibit 1: Qualifications Package: Mackenzie Eason

Exhibit 2: Qualifications Package: KL2 Connects

Exhibit 3: Qualifications Package: K&A Partners

No formal recommendation from staff.

Board discussion regarding negotiations with K&A for possible discounts, approximate timelines depending on Board interactions, Special Called Board Meeting/Strategic Planning Workshop to discuss future Chief Executive Officer (CEO). Board request: Copy of CEO job description.

*Motion by Board Member Eads with a second by Vice-Chair Gilmore to approve the solicitation of the firm K&A to assist with the selection of a CEO. Motion passes 5-0.*

12. Consider a Date for the Denton County Transportation Authority (DCTA) Board of Directors Strategic Workshop  
([packet page 169](#))

*Discussion Item*

Presenter: Chris Newport, Accenture

Backup Information: Memo

Board discussion regarding May/June timeframe and DCTA goals for the next 6 months. The Board of Directors will send available dates to Kisha Morris-Perkins, Executive Assistant/Board Process Manager to organize and advise of date.

### 13. Discuss Local and Regional Transportation Updates and Legislative Issues

(packet pages N/A)

*Discussion Item*

Chair Molina provided an update on the APTA Legislative Conference and Secretary Costa provided an update of the Regional Transportation Council and Dallas Regional Mobility Coalition meetings.

#### INFORMATIONAL REPORTS

##### 1. Monthly Financial Reports

(packet pages 170-177)

Backup Information: Memo 1: Monthly Sales Tax Receipts  
Exhibit 1: FY22 Monthly Sales Tax Report  
Memo 2: Monthly Mobility-as-a-Service Update  
Memo 3: Budget Information

##### 2. Monthly Ridership Reports

(packet pages 178-185)

Backup Information: Memo  
Exhibit 1: Ridership by Mode – February 2022  
Exhibit 2: A-train Year-Over-Year Ridership Comparison  
Exhibit 3: Connect and GoZone Ridership by Month and Year  
Exhibit 4: Fixed-Route Ridership – February 2022  
Exhibit 5: Connect Ridership Year-Over-Year by Month  
Exhibit 6: UNT Ridership Year-Over-Year by Month

##### 3. Social Service Agency Roundtable Recap Report

(packet pages 186-198)

Backup Information: Memo  
Exhibit 1: Social Service Agency Roundtable Recap Report

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

(packet page 199)

Backup Information: Memo

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

(packet pages 200)

Backup Information: Memo



6. NTMC Request for Operator & Hourly Employee COVID Leave and Vaccination Pay  
([packet page 201-205](#))

Backup Information: Memo

Exhibit 1: NTMC Board Memo dated February 3, 2022

*No Board action required at this time.*

FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

- Update on Trinity Metro bus operations outsourcing and timelines - Email to Board
- GoZone coverage in Lewisville
- Electric Rates (DME) - Email to Board
- Consider Accenture to review DCTA staffing levels

REPORT ON ITEMS OF COMMUNITY INTEREST

Chair Molina and Secretary Costa thanked Raymond Suarez for his service to DCTA as his last day with the agency is Thursday, March 31, 2022. Congratulations to Paul Cristina being appointed as Interim CEO.

CONVENE EXECUTIVE SESSION

The Board did not convene into Executive Session.

RECONVENE OPEN SESSION

The Board did not convene into Executive Session; therefore, it was not necessary to reconvene in Open Session.

ADJOURN

Chair Molina adjourned the meeting at 3:09pm.

---

Cesar Molina, Chair

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Dianne Costa, Board Secretary



## Board of Directors Memo

April 28, 2022

SUBJECT: Discuss and Consider Approval of the 2022 Title VI Policy and approve a Resolution adopting the Program

### Recommendation

Staff recommends the Board approve Resolution 22-05 adopting the updated Title VI Program.

### Background

DCTA is committed to ensuring that no person is excluded from participation in, or denied benefits of, its transit services based on race, color, or national origin, as protected by Title VI of the Civil Rights Act of 1964. The requirements specified by Federal Transit Administration FTA C. 4702.1B for complying with 49 CFR Section 21.9(b)(3) state that, "In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part."

### Previous Board Activity & Action

- March 24, 2022 Board Meeting Informational Item
- October 25, 2018 Board Approved 2019 Title VI Program

### Identified Need

Agencies are required to update their Title VI program every three years, our last update was completed in 2019. The Title VI program will be effective June 1, 2022, through May 31, 2025. Kittelson and Associates worked with staff to update the program for compliance with federal regulations.

### Financial Impact

No financial impact to the budget

### Exhibits

- Exhibit 1: Resolution
- Exhibit 2: 2022 Title VI Program

Submitted By: \_\_\_\_\_  
Athena Forrester, AVP of Regulatory Compliance

**DENTON COUNTY TRANSPORTATION AUTHORITY  
RESOLUTION NO. R22-05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (“DCTA”) APPROVING ITS TITLE VI PROGRAM UPDATE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Denton County Transportation Authority, as a recipient of federal funds, has been required to comply with Federal Transit Administration Circular 4702.1B and Title VI of the Civil Rights Act of 1964 and its related regulations; and

**WHEREAS**, the DCTA has developed a Title VI Policy in accordance with FTA Circular 4702.1B as amended; and

**WHEREAS**, Title VI of the Civil Rights Act of 1964 and related statutes prohibit discrimination on the basis of race, religion, color, national origin, sex, age, or disability; and

**WHEREAS**, the DCTA, as a recipient of federal financial assistance and a Federal Transit Administration designated recipient, is required to comply with Title VI requirements which include review and approval of a Title VI Program every three (3) years; and

**WHEREAS**, the DCTA is updating Title VI policies which will be included in the 2022 Title VI Program Update.

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

**SECTION 1.** The Denton County Transportation Authority Board of Directors hereby approves the DCTA 2022 Title VI Program Update, the original of which shall be maintained in the office of the AVP of Regulatory Compliance referenced by the date and number of this resolution.

**SECTION 2.** This resolution shall be transmitted to the Federal Transit Administration and other funding agencies as appropriate.

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

**SECTION 4.** 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 28<sup>TH</sup> DAY OF APRIL, 2022.**

**APPROVED:**

---

Cesar Molina, Chair

**ATTEST:**

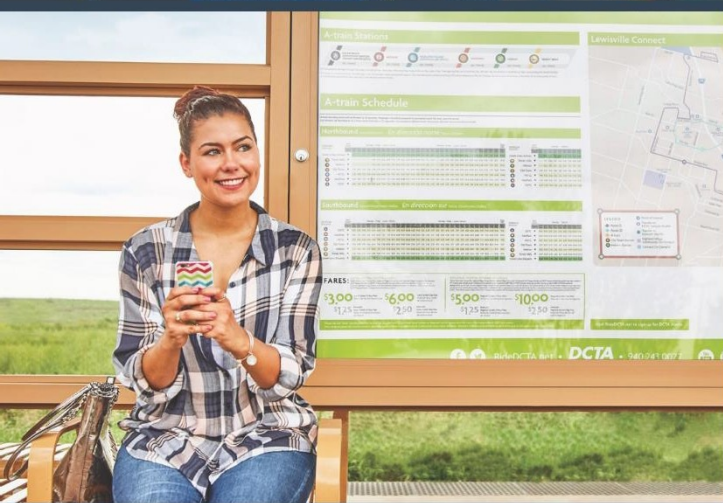
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Dianne Costa, Secretary  
(04-08-2022:TM 128953)





DENTON COUNTY  
TRANSPORTATION AUTHORITY



# DCTA TITLE VI PROGRAM

April 28, 2022



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## **1. Introduction**

This update of the Denton County Transportation Authority's (DCTA) Title VI program has been prepared to ensure that the level and quality of DCTA's services are provided in a nondiscriminatory manner and that the opportunity for full and fair participation is offered to all DCTA's riders and other community members regardless of race, color, national origin, or income status. Additionally, through this program, DCTA has examined the need for services and materials for persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English.

The program outlined herein contains all elements required of a transit provider operating in an urban area of 200,000 or more in population with less than 50 vehicles operating in peak service in accordance with FTA Advisory Circular 4702.1B Ch IV, Section 4. This program supersedes DCTA's previous Title VI Program, is effective as of June 1, 2022, was adopted April 28, 2022, and addresses activities since June 2019. This document was prepared using data provided by the United States Census Bureau, the North Central Texas Council of Governments, and DCTA community surveys. DCTA operations staff, community stakeholders, and passengers have provided additional anecdotal data. Appendix A presents documentation that the DCTA Board of Directors reviewed and approved this Title VI Program.

### **DCTA's Commitment to Civil Rights**

It is a matter of principle, policy, and practice that DCTA is committed to ensuring that no person is excluded from participation in, denied the benefits of, or subjected to discrimination in the receipt of any of DCTA services on the basis of race, color, or national origin. The content of this program has been prepared in accordance with Section 601 of Title VI of the Civil Rights Act of 1964, Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency [LEP]), and Federal Transit Administration (FTA) Circular 4702.1B, dated October 1, 2012:

Title VI of the Civil Rights Act of 1964, as amended, protects any person in the United States on the grounds of race, color, or national origin from being excluded from participation, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Transportation (USDOT).

As a regular direct recipient of federal funds under the programs of the FTA and USDOT and pursuant to the federal requirements referenced above, DCTA clearly understands its responsibility and obligation to ensure equitable access and opportunity for participation in the planning and decision-making process. These responsibilities and obligations assure that:

- The benefits of its transit services are shared equitably throughout the service area.
- The level and quality of transit services are sufficient to provide equal access to all riders in its service area.
- No one is precluded from participating in DCTA's service planning and development process.
- Decisions about service changes or facility locations are made without regard to race, color, or national origin.
- Development and urban renewal, which benefit a community, will not unjustifiably be acquired through the disproportionate allocation of adverse environmental and health burdens on any minority population.

- A program is in place for correcting any discrimination, whether intentional or unintentional.

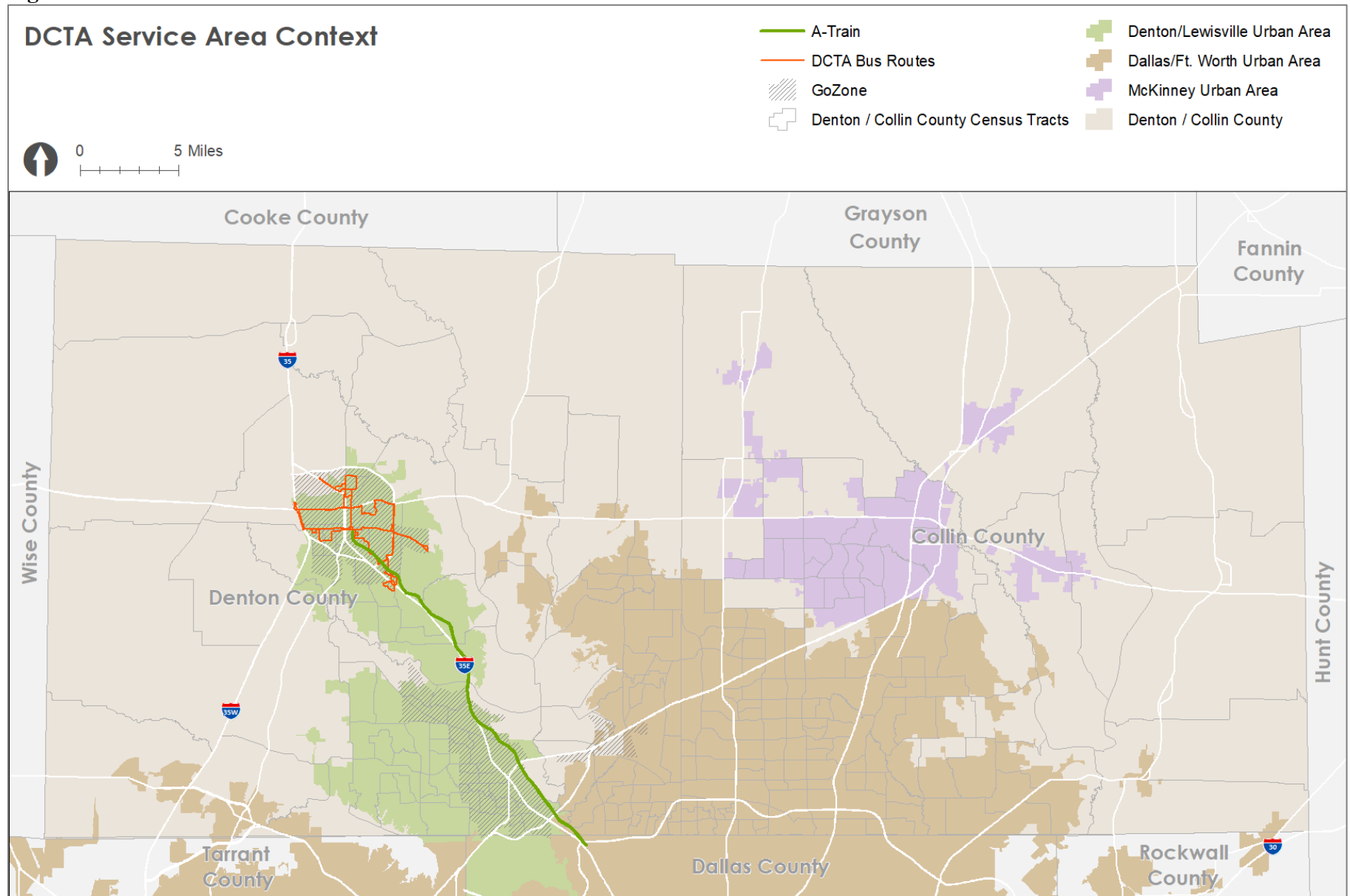
DCTA regularly engages the public in the development of its programs and policies, including its Title VI Program, Public Involvement Program, LEP Program, and its Service and Performance Standards.

### **Agency Overview**

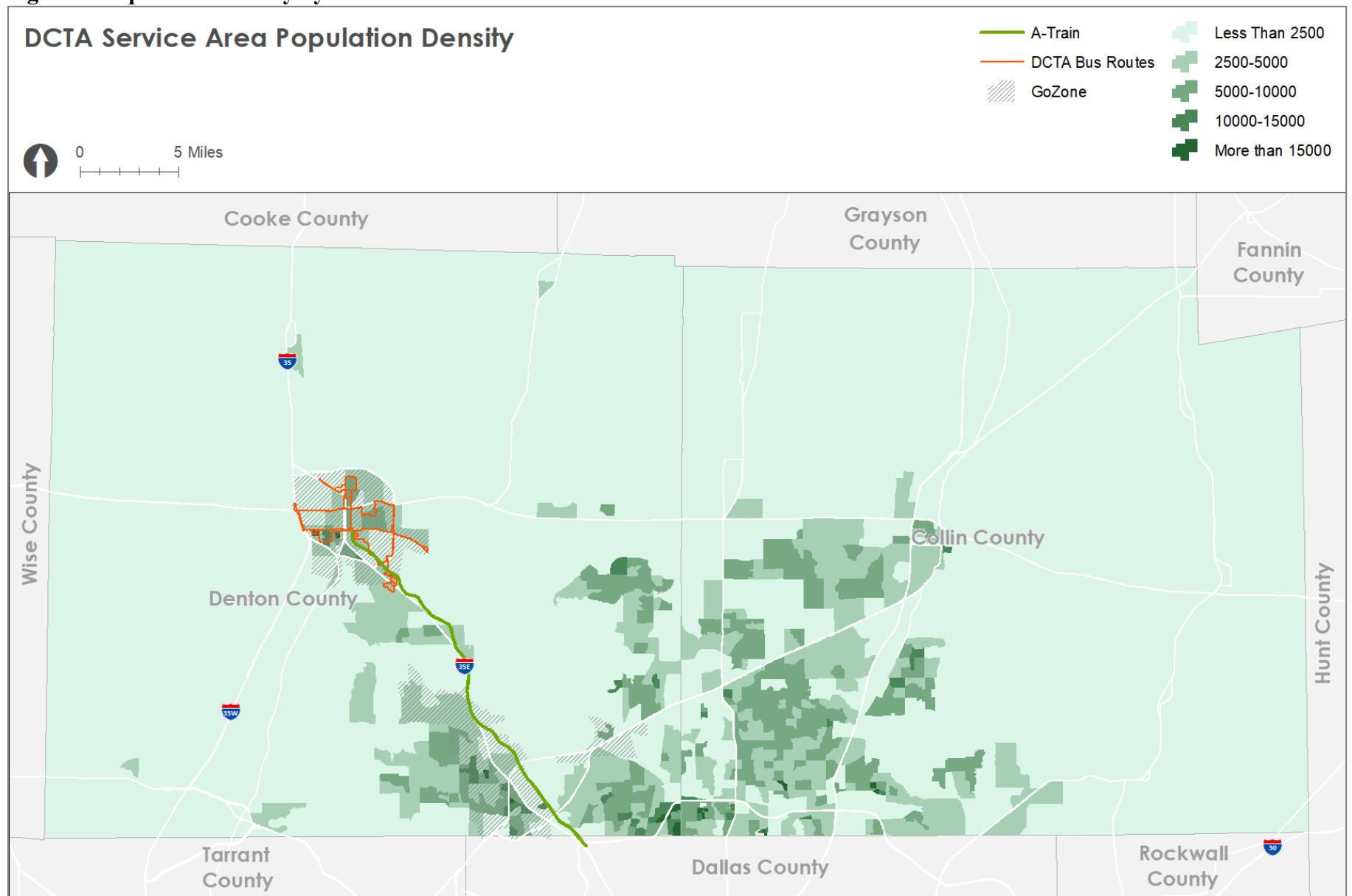
The Texas Legislature created DCTA in 2001 to accelerate transportation solutions critical to reducing traffic congestion and enhancing air quality, while contributing to orderly growth and development and improving the quality of life for current and future residents of Denton County, Texas. Authorized by 70 percent of Denton County voters in 2002 and funded in 2003 by a dedicated sales tax from the cities of Denton, Lewisville, and Highland Village, DCTA fulfilled its initial service plan in 2011. In March 2012, the Agency adopted its updated service plan to include system-wide improvements that build on the initial investments and meet the needs associated with future growth. In March 2012, the Agency adopted system wide performance and design standards to guide future service changes, capital investments, and system expansions. In 2020 and 2021, the Agency removed several fixed-routes and significantly expanded coverage through implementation of new on-demand service, GoZone. Figure 1 depicts DCTA's 2010 urbanized area (UZA), Denton-Lewisville, and adjacent UZAs. Figure 2 shows the population density within Denton and Collin Counties by U.S. Census block groups<sup>1</sup>.

<sup>1</sup> For the purposes of this document, DCTA's service area will be defined as all of Denton and Collin Counties.

**Figure 1. DCTA Service Area Context.**



**Figure 2. Population Density by Census Tract with DCTA Fixed Routes.**



## **System Overview**

DCTA provides transit services within Denton and Collin Counties. DCTA operates eight fixed routes, a 21-mile commuter rail system, on-demand zone services, limited stop shuttle services, demand response/paratransit services, and vanpool services. DCTA also manages contracted services for the University of North Texas (UNT) and the cities of Frisco and Coppell. DCTA's 31 peak-service bus vehicles, four peak-service rail vehicles, and 175 employees and contracted employees serve about one million passengers annually. The transit system serves three colleges or universities, connects to regional transit networks, and serves key employment, healthcare, and government centers.

### **Local Fixed-Route Services**

DCTA operates eight fixed routes in Denton. The routes operate Monday through Saturday. In Denton, peak frequencies vary depending on the route (30–45-minute headways). Off-peak frequencies in Denton also vary by route (40–60-minute headways).

### **Commuter Rail Service**

The A-train, DCTA's commuter rail line, operates Monday through Saturday excluding holidays and serves six rail stations including a station that DCTA shares with Dallas Area Rapid Transit (DART). The A-train, which averages approximately 500 passengers<sup>2</sup> a day, operates 30-minute frequencies during the peak period and approximately 60-minute frequencies in the off-peak period.

### **On-Demand Zone Services**

DCTA has partnered with Via to provide two on-demand zone services, known as GoZones. The Denton GoZone provides service in Denton with connections to key destinations such as the Golden Triangle Mall, Downtown Denton Transit Center, and Rayzor Ranch Marketplace. The Lewisville/Highland Village GoZone connects residents to major retail and recreation centers in Lewisville such as Music City Mall Lewisville, Wayne Ferguson Plaza, and Lewisville Towne Crossing. The Denton and Lewisville/Highland Village GoZones both operate Monday through Thursday from 5 a.m. to 10 p.m., Friday from 5 a.m. to 11 p.m., Saturdays from 8 a.m. to 11 p.m., and Sundays/major holidays from 8 a.m. to 6 p.m. For night safety, DCTA offers a "Guaranteed Ride Home" GoZone program which allows travel from the DART Trinity Mills Station to any GoZone destination between 10 p.m. and 1 a.m. from Monday through Thursday and between 11 p.m. and 2 a.m. on Fridays and Saturdays.

### **Limited-Stop Shuttle Service**

In September 2016, DCTA launched the North Texas Xpress in coordination with Trinity Metro that operates Monday through Friday. This route operates twice a day on weekdays, at approximately 6 a.m. and 5 p.m. (excluding major holidays). The commuter shuttle serves several points along the I-35W corridor, has two park and ride options, and provides connectivity to employment centers. The limited-stop commuter shuttle provides connections to the Trinity Railway Express (TRE), University of North Texas (UNT) campus shuttles, and local DCTA fixed routes.

### **ADA/Demand Response**

DCTA provides ADA/paratransit service in Denton and Lewisville and elderly and disabled demand-response service in Denton, Lewisville, and Highland Village. Figure 3 shows the percent of the

<sup>2</sup> Approximately 1,500 passengers per day before the COVID-19 pandemic



population with a disability, and Figure 4 shows the percent of the population that is 65 years of age or older.

### **Vanpools**

DCTA partially subsidizes a monthly vanpool service for groups of 6 to 15 people for trips that either begin or end in Denton or Wise Counties. DCTA offers a “Guaranteed Ride Home” program for vanpool participants as well. This program provides an individual with a subsidized ride home in case of an emergency or unexpected overtime on a day the person vanpooled to work.

### **Contract Services**

DCTA operates contracted service for campus shuttle systems in partnership with UNT which offers connectivity to the local fixed route bus system and A-train. The UNT Shuttle includes 12 routes that operate in Denton, Monday through Friday, during the academic year. Limited service is offered on Saturdays, Sundays, and during summer and winter breaks. The campus shuttle systems are open to the general public with appropriate fare. DCTA also partners with Lyft and UNT to offer students, faculty, and staff free rides on campus from 2 a.m. to 7 a.m. daily.

In October 2019, DCTA, in partnership with the City of Coppell and Lyft, provides local employees first-and-last-mile transportation by offering discounted Lyft rides from several public transit stops to a destination within appropriate workforce zones. Employees can use this service daily from 4 a.m. to 12 a.m. (midnight), excluding major holidays.

On behalf of the City of Frisco, DCTA provides curb-to-curb demand response transit service, as well as subsidized taxi services, to eligible Frisco residents for trips within Frisco and designated portions in the City of Plano. This service is available Monday through Friday from 6 a.m. to 6 p.m., excluding major holidays.

**Figure 3. Persons with Disability.**

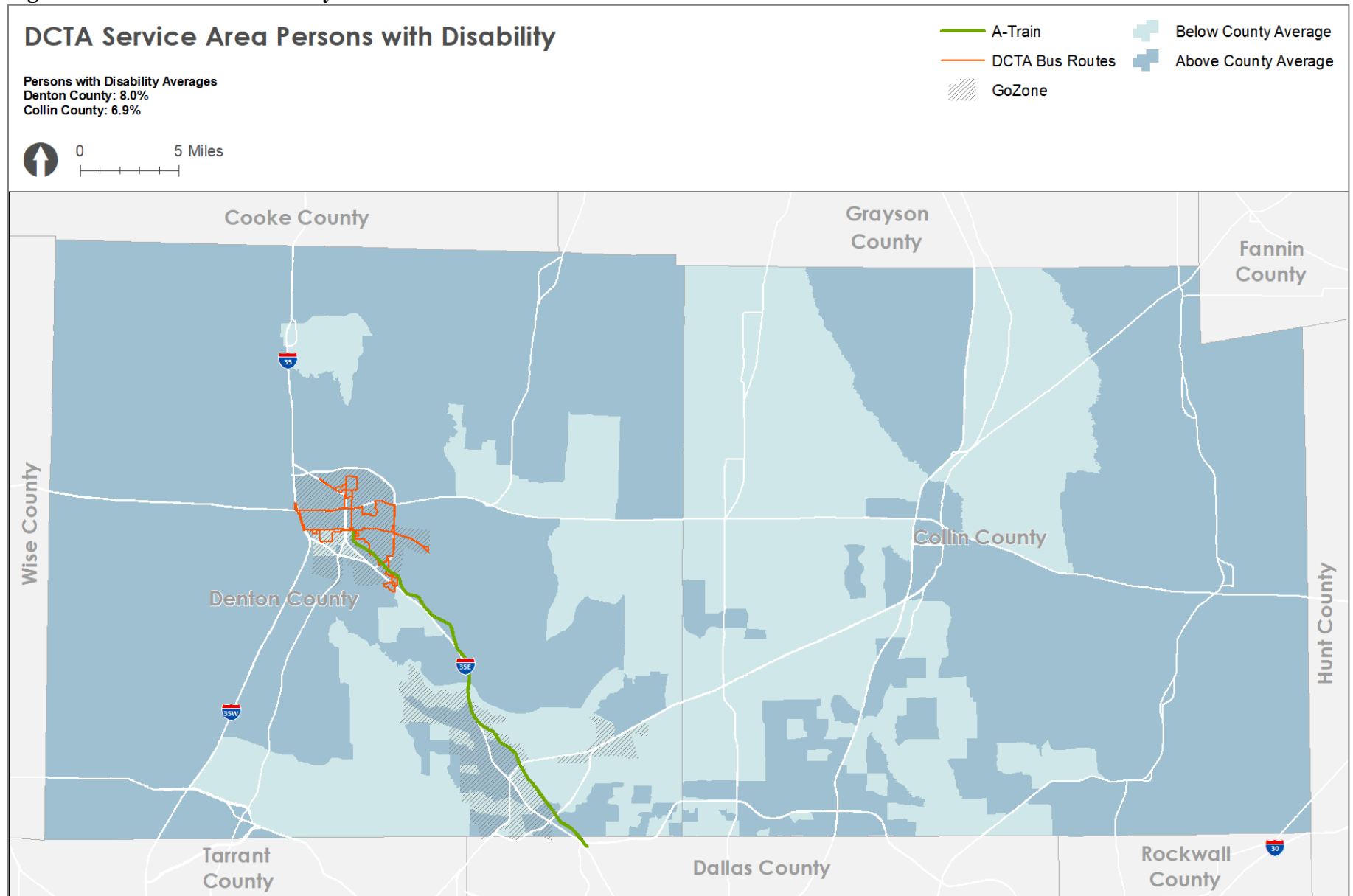
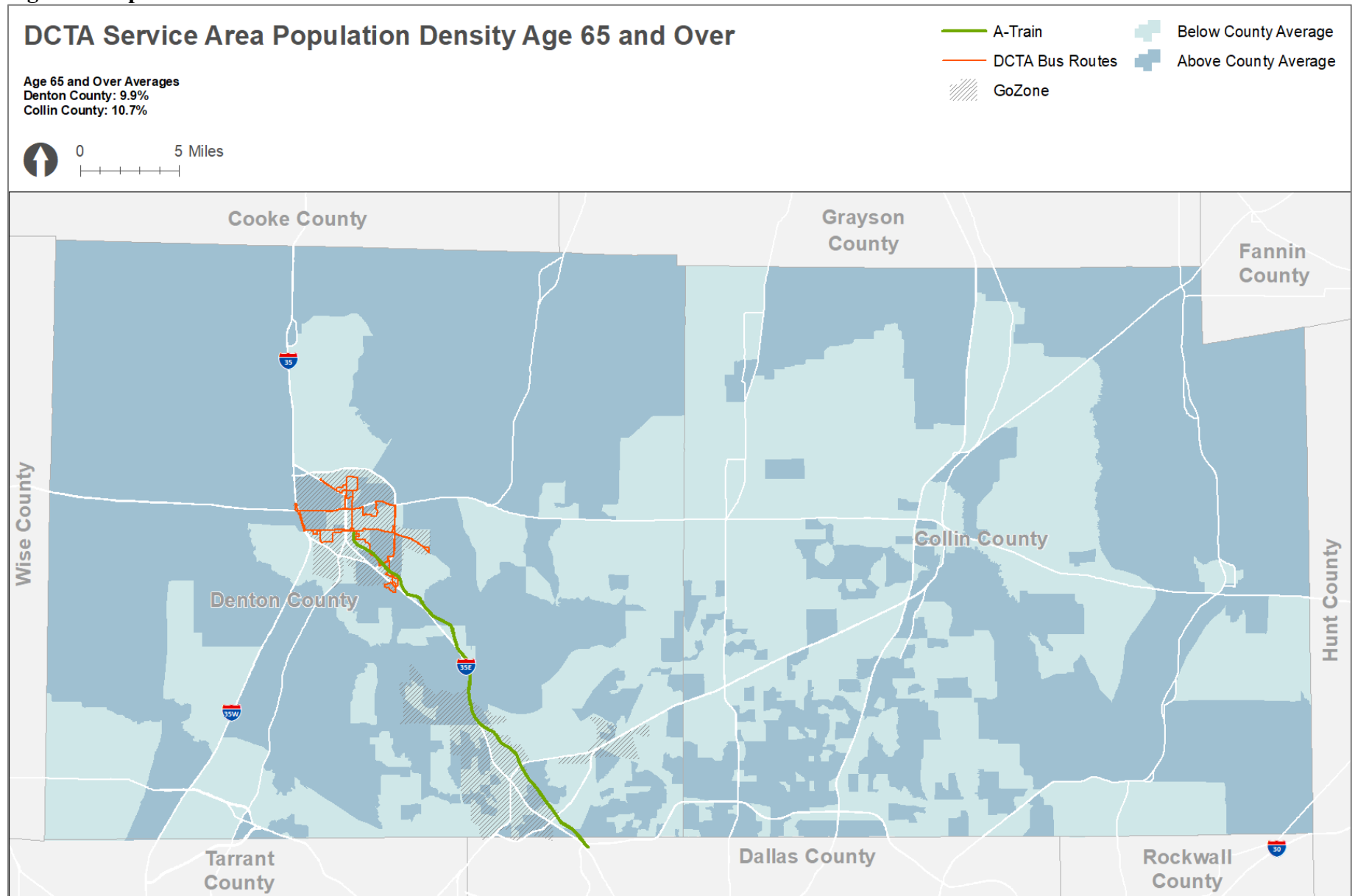


Figure 4. Population 65 Years and Older.



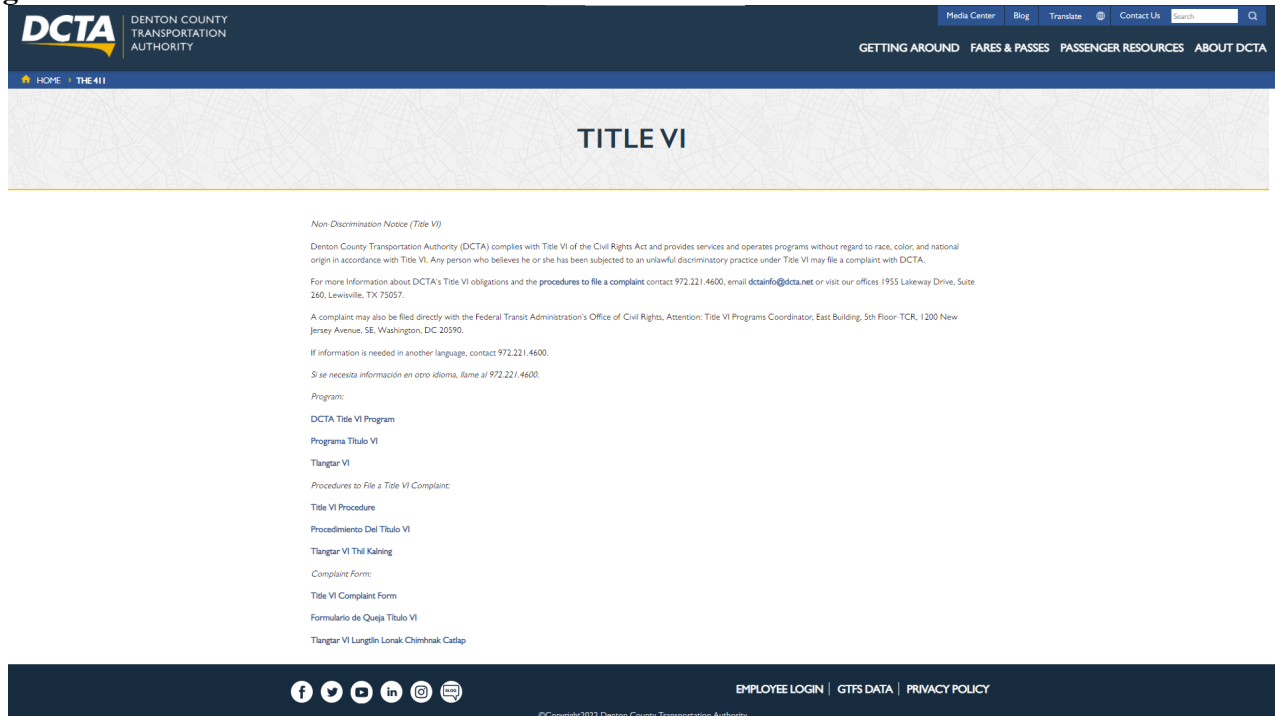
## 2. General Title VI Requirements

This section documents DCTA’s efforts to meet general Title VI requirements. Included is a description of the following: DCTA’s Title VI public notice; the transit agency’s complaint procedures; the Public Participation Plan; the LEP Plan, program, and activities; an overview of DCTA’s decision-making bodies; and documentation of subrecipient compliance policies.

### Notice to the Public

To make DCTA passengers and the general public aware of the agency’s commitment to Title VI compliance and the public’s right to file a civil rights complaint, DCTA posts the following language in English, Spanish, and Hakha Chin on its website, at its transit center and rail stations, and on its bus fleet. Figure 5 presents DCTA’s Title VI notice (also presented in Appendix B and made available to the public on DCTA’s website - <https://www.dcta.net/rider-info/411/title-vi>).

Figure 5. DCTA’s Title VI Notice



## **Discrimination Complaint Procedures**

DCTA has established a process for passengers to file a complaint under Title VI. Any person who believes that he or she has been discriminated against on the basis of race, color, or national origin by DCTA or its contract operators may file a Title VI complaint by completing and submitting the agency's Title VI Complaint form available at DCTA's Administrative Office, DCTA's Downtown Denton Transit Center (DDTC) or on the DCTA website at <https://www.dcta.net/contact-us/title-vi-complaint>. Appendix C presents copies of DCTA's complaint procedures and complaint form in English, Spanish, and Hakha Chin.

DCTA encourages complaints to be filed immediately. DCTA will process complaints that are submitted and will investigate complaints up to 180 days after the alleged incident. Once the complaint is received, DCTA will review, and the complainant will receive an acknowledgement letter within 10 working days informing the complainant whether the complaint will be investigated by DCTA.

Complaints may be filed in writing using the Title VI Complaint form or verbally by calling 972- 221-4600. Completed complaint forms may be mailed to DCTA's Administrative Office at P.O. Box 96, Lewisville, Texas 75067. A person may also file a complaint directly to FTA's Office of Civil Rights at 1200 New Jersey Avenue SE, Washington, DC, 20590, or with The Texas Department of Transportation's Public Transportation Division, Attention: Title VI, 125 East 11th Street, Austin, TX 78701.

DCTA has up to 30 days to investigate the complaint. If more information is needed to resolve the case, DCTA may contact the complainant. The complainant has 30 days from the date of the letter to send requested information to the investigator assigned to the case or the case may be administratively dismissed. A case may also be administratively dismissed if the complainant no longer wishes to pursue their case.

DCTA's Title VI Coordinator conducts all investigations in cooperation with the Operations Department and General Counsel. The investigation may include discussion(s) of the complaint with all affected parties to determine the problem. The complainant and other affected parties may be represented by an attorney or other representative of his/her own choosing and may bring witnesses and present testimony and evidence in the course of the investigation.

Based upon all the information received and discovered during the investigation, an investigation report will be written by the Title VI Coordinator for submittal and final determination by the DCTA President/CEO.

Once the final determination is made, the complainant will receive a letter stating the final decision. The letter will either be a letter of finding or closure. A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. The closure letter will also include information about the complainant's right to appeal the decision within 10 days. A letter of finding summarizes the allegations and the interviews regarding the alleged incident, explains whether any disciplinary action, additional training of the staff member(s) involved or other action will occur, and the right to appeal the decision within 10 days.

If the complainant simultaneously files a complaint with DCTA and with an external organization such as the state or federal government, the jurisdiction and investigation of the external agency will supersede.

DCTA maintains a list of active investigations conducted internally or by external agencies including lawsuits and complaints naming DCTA that allege discrimination on the basis of race, color, or national origin. This list includes the date that the transit-related Title VI investigation, lawsuit or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by DCTA in response, or final findings related to the investigation, lawsuit, or complaint.

DCTA did not receive Title VI complaints during the reporting period. Appendix D confirms no complaints have been submitted in this period.

## **DCTA's Public Participation Plan**

Since the last reporting period, DCTA's public involvement activities have focused on service changes, including those related to COVID-19 impacts and the 2021 GoZone On-Demand service implementation.

Consistent with the principles and elements of the Public Participation Plan, these activities were focused on creating opportunities to engage the public and gather diverse feedback to inform the transportation planning efforts and the policy development of the board. Appendix E presents a list of DCTA's outreach efforts since 2019.

DCTA has implemented a Public Participation Plan that is designed to gather feedback from all constituents and encourage participation in the agency's decision-making process. This section documents the principles and objectives of the plan, procedures used to implement public participation strategies, performance measures, and other relevant details.

### ***Key Principles***

DCTA's Public Participation Plan has been prepared to ensure that no individual is precluded from participating in DCTA's service planning and development process. This plan ensures that:

- The public understands and is aware of public transportation's role in the community.
- Potentially affected community members will have an appropriate opportunity to participate in decisions about a proposed activity or investment that may affect their environment, community, and/or health.
- The public's contribution can and will influence DCTA's decision making.
- The concerns of all participants involved will be considered in the decision-making process.
- DCTA will actively seek out and facilitate involvement of those potentially affected.

Through an open public process, DCTA has developed a program that uses various techniques to encourage and guide public involvement efforts and enhance access to DCTA's transportation decision-making process by minority and LEP populations. This program is intended to create opportunities for dialogue with passengers and affected communities, enabling them to contribute to and influence DCTA's services. The Public Participation Plan describes the overall objective and outreach methods used to reach passengers and stakeholders.

### ***Program Objectives***

DCTA's Public Participation Plan seeks to develop a pro-active public involvement process that provides complete information, timely public notice, and full public access to key decisions. This plan is intended



to support early and continuing involvement of the public in developing services and programs and modifying services or programs and other projects that might impact the public.

DCTA uses a variety of communication methods in order to provide public awareness and understanding about the agency, its functions, programs, and specific initiatives. Additionally, DCTA seeks to engage citizens from various backgrounds, demographics, and income levels while specifically targeting residents typically underserved in transportation decision making.

Through regular review and performance measurement, DCTA continues to improve its public participation methods over time based on feedback from riders and community members, specifically low-income, minority, LEP populations, and customer and community-based organizations.

### ***Public Involvement Procedures***

DCTA regularly and frequently seeks citizen and stakeholder input. At a minimum, public involvement action plans are developed and implemented to engage the public in the decision-making process during:

- A major service change in accordance with DCTA's Major Service and Fare Change policy contained in *Appendix G*.
- A fare increase, new fare type, or significant change in the method of fare payment in accordance with DCTA's Major Service and Fare Change policy.
- Key milestones of project implementation of major capital projects.
- Annual Program of Projects development.
- Long-range planning.

While there are minimum thresholds requiring public involvement, DCTA has a history of active public involvement for minor schedule and service changes. In practice, the Authority holds at least two opportunities each year to discuss upcoming service and schedule changes and annual service investments and priorities.

DCTA partners with other agencies and organizations when appropriate. In the past, DCTA has used the North Central Texas Council of Government's adopted Public Participation Plan and process to meet the requirement for presenting the agency's annual Program of Projects. The notices for the regional Transportation Improvement Program meet the notice requirements of the FTA Program of Projects requirements. Additionally, DCTA has partnered with member cities, welcome centers, and social service agencies to garner access to targeted audiences.

DCTA staff reviews all public comment information it receives. All comments are given careful, thoughtful consideration. The comments are incorporated into the planned changes and initiatives, where feasible. All public comments are consolidated and given to the DCTA Board of Directors prior to consideration and adoption of any major service or fare changes.

### ***Performance Measures***

DCTA regularly reviews and refines the public involvement process to ensure that the plan's objectives and goals are being achieved. Following each initiative, DCTA staff reviews the process and outcomes and reports to the DCTA Board of Directors with a measurement of the plan's effectiveness. Measurements include, but are not limited to the following:

- Did the public know there was an opportunity to participate?
- Did the public have access to appropriate resources and information to allow for meaningful participation?
- How much input was received?
- How relevant was the input received?
- How many people participated in the meetings?
- What type of media coverage did the initiative receive?
- What types of outreach methods were utilized?
- Did the outreach methods reach the desired audience?
- How did the public's input contribute to the final decision?
- What could have been done differently to achieve a better outcome?

### ***Communication and Involvement Methods***

DCTA's public involvement approach is customized to meet the needs of the agency information being presented. The Director of Public Involvement and Communications will determine the appropriate methods and develop an action plan based on the desired outcome and goals for each public/open house meeting.

DCTA strives to provide the public with timely notice of the agency's public involvement opportunities. At a minimum, core communications should be released to the public two weeks prior to the first public involvement opportunity. DCTA will also make a concerted effort to provide adequate time for the public to provide input on key decisions. At a minimum, feedback channels should be open 21 days starting from the first public involvement opportunity.

Although this timeframe is DCTA's goal, there are times when an abbreviated timeline may be necessary to educate, collect feedback, and report findings. This does not supersede any state or federal programs or studies that call for a longer comment period.

Core methods of communication will include, but are not limited to:

- News release sent to local media
- Signage on train and bus vehicles
- Email blast to all riders and stakeholders
- Targeted communications to neighborhood groups and identified populations

DCTA will develop and manage the appropriate databases to ensure proper tracking of outreach efforts.

DCTA recognizes that the traditional meeting format does not work for all. As a result, DCTA typically varies input opportunities to include one or more of the following: one-on-one interactions, online interactions, surveys, hotlines, open houses, and meetings with formal presentations. DCTA posts copies of each presentation following the meeting to allow for additional citizen and stakeholder review and feedback.

### ***Media***

DCTA recognizes that the media plays an important role in developing and maintaining a relationship with the public. The media is used whenever possible to provide publicity about key events and

initiatives and to provide key information to the public. A media database, including print, TV, and radio, is maintained to ensure efficient and timely dissemination of information. DCTA also makes a concerted effort to engage media outlets that reach diverse demographic audiences.

DCTA uses a variety of other mediums to provide information about various initiatives and upcoming opportunities for public participation, as well as to provide a method to collect comments and/or hold dialogue, including:

- **Print:** DCTA uses community newspapers within its service area.
- **Outdoor:** DCTA uses electronic boards provided by its member cities and posts notices (in both English and Spanish) on buses and trains and at transit facilities.
- **Website:** DCTA's comprehensive website contains a calendar of events, Public Involvement Plan, respective presentations, and access to an online feedback form. DCTA also uses Social Pinpoint, a web-based community engagement tool, to support outreach efforts.
- **Rider Alerts:** DCTA has nearly 10,000 users subscribing to email rider alerts. These alerts provide information about public input opportunities, upcoming service changes, and service impacts.
- **GOREquest:** GOREquest is an online comment submission system that includes an Apple/Android mobile application and a web-based submission form. GOREquest is used by customers and DCTA customer service staff to input and track comments as well as monitor response and service requests.
- **Social Media:** DCTA uses Twitter, Facebook, YouTube, Instagram, and DCTA's Hop on Board Blog to communicate with and engage customers. DCTA has 18,035 Facebook fans, 6,801 Twitter followers, 52 Instagram followers, and 156 YouTube subscribers. Transit Center TV screens display passenger information and items of community interest.
- **Direct email to passengers, community partners, and stakeholders** are used when appropriate.
- **Speaker's Bureau:** DCTA staff and board solicit opportunities to speak on behalf of the organization to stakeholders and civic groups.
- **Public Information Sessions and Open Houses:** At minimum, DCTA hosts two rounds of three public meetings/open houses each year when appropriate.
- **Community Events:** DCTA sets up trade show booths at key community events.
- **Public Hearings:** DCTA annually holds a public hearing to solicit feedback during the budget development process.
- **Legal Notices:** DCTA uses legal notices as necessary to advertise public participation, employment, and business opportunities.

Appendix F presents an example of a public meeting advertisement.

### ***Community Relations***

DCTA establishes regular relationships with key stakeholders, community groups, and identified populations throughout the region to assist with the authority's public participation process and its service to Title VI customers and those with limited English proficiency. These relationships are intended to expand public involvement by:

- Increasing the public's awareness of the role public transportation plays in its community.

- Creating and maintaining an open dialogue with the public.
- Ensuring efficient and timely dissemination of information.
- Assisting DCTA with identifying and understanding the demographics of DCTA's rider groups and potential rider groups.

DCTA maintains a community database that includes elected officials, neighborhood groups, civic groups, minority groups, chambers of commerce, social service agencies, municipalities, and other groups based on their spheres of influence in the community. Any community organization or person can be added to the database by contacting DCTA's Marketing and Communication staff at 972-221-4600 or by emailing [dctainfo@dcta.net](mailto:dctainfo@dcta.net).

### ***Community Advisory Committee***

Another method of encouraging frequent and sometimes focused dialogue in the community is through the creation of Community Advisory Committee. DCTA hosts quarterly Community Advisory Committee meetings, in Lewisville and Denton, as another method for encouraging public dialogue and collecting feedback. The Community Advisory Committee serves as a forum to exchange information between DCTA, its passengers, and the community on transit-related issues and DCTA services and programs.

While the committee is encouraged to meet quarterly, the frequency of the meetings shall be set by the Community Advisory Committee, and should be held in locations accessible by public transit.

Membership is open to anyone from the general public and DCTA regularly communicates meetings to garner new participants. Participation currently includes passengers, transit advocates, representatives from the local universities, and social service organization members.

### **Limited English Proficiency Plan**

DCTA's LEP Plan addresses the agency's responsibilities, as a recipient of federal financial assistance to meet the needs of individuals with limited English language skills. Executive Order 13166, titled *Improving Access to Service for Persons with LEP*, indicates that differing treatment based upon a person's inability to speak, read, write, or understand English is a type of national origin discrimination. This order applies to all state and local agencies that receive federal funds, including DCTA. DCTA receives federal assistance through the U.S. DOT, which includes FTA, the Federal Railroad Administration, and the Federal Highway Administration.

DCTA has developed this LEP Plan as part of its Title VI Program to help identify reasonable mechanisms for providing language assistance to persons with LEP who wish to access DCTA services. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English.

To ensure meaningful access to programs and activities, DCTA uses the information obtained in a Four Factor Analysis to determine the specific language services that are required by the transit agency's ridership and the appropriate methods to engage those with LEP. This analysis helps DCTA determine if it communicates effectively with LEP persons and informs language access planning and the development of passenger information.

The four-factor analysis is a local assessment outlined by the U.S. DOT that considers:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by DCTA.
2. The frequency with which LEP persons come into contact with DCTA services and programs.
3. The nature and importance of DCTA's services and programs in people's lives.
4. The resources available to DCTA for LEP outreach and the costs associated with that outreach.

For the purposes of this plan, statistically significant LEP groups are defined as persons with the same first language, comprising two percent or more of the DCTA service area (as defined in the Agency Overview section), who have LEP. Additionally, in accordance with the Safe Harbor Provision of FTA Circular 4702.1B, DCTA provides written translation of vital documents (defined under the Factor 1 discussion, below) for each eligible LEP groups that constitutes 5 percent or 1,000 persons, whichever is less, of the total population served or likely to be encountered or affected. Based on the four-factor analysis outlined more thoroughly below, DCTA has identified Spanish speakers as an eligible population group throughout the service area and Hakha Chin speaking individuals in the Lewisville, TX, service area.

***Factor 1: The Number and Proportion of LEP Persons Served or Encountered in the Eligible Service Population.***

As defined in the Agency Overview section, for the purposes of this document DCTA's service area includes all of Denton and Collin County, while its fixed route services are focused within the cities of Denton, Lewisville, and Highland Village within the Denton/Lewisville UZA. The A-train has a terminus station in Carrollton which provides transfer opportunities for continued travel into Downtown Dallas and other connections via Dallas Area Rapid Transit (DART) light rail and bus services. The North Texas Xpress, as operated by DCTA, includes nonstop service from the Trinity Metro North Park and Ride to Downtown Denton Transit Center (DDTC), with several stops around Denton. Under contract with the City of Frisco, DCTA operates curb-to-curb demand response transit service to eligible Frisco residents for trips within Frisco as well as designated portions in the City of Plano.

DCTA's demographic profile has been established using the following sources:

- Review of U.S. Census Data: A review of American Community Survey (ACS) 2019 5-Year Estimate data identified a statistically significant representation of Spanish speaking households with limited English in Denton County, Collin County, Denton (city), and Lewisville, as well as Asian and Pacific Island language speaking households with limited English in Denton County, Collin County, Frisco, and Lewisville. Table 1 presents the percent of total household in each geography that identify as LEP organized by the household's primary household language.

**Table 1. LEP Household Percentages by Primary Household Language.**

Geography		Spanish	Other Indo-European Language	Asian and Pacific Island Language	Other Languages
Key Cities	Denton	7.5%	1.1%	1.9%	0.4%
	Frisco*	1.5%	0.9%	2.2%	0.0%
	Highland Village	0.6%	0.0%	0.3%	0.0%
	Lewisville	11.1%	0.6%	5.4%	0.0%
County Totals	Denton County	5.8%	1.8%	4.5%	0.5%
	Collin County	7.5%	0.9%	3.7%	0.2%

Source: US Census Bureau, 2019 ACS 5-Year Estimates

Note: Key cities represent a portion of Denton or Collin counties, therefore city totals do not sum to county totals.

\*The borders of Frisco cross county borders so that the city is in both Denton and Collin counties.

- Review of DCTA Survey Data: DCTA conducts a bi-annual survey of its customers to measure system performance, gather input on service initiatives and priorities, and understand customer demographics. In survey data from 2019, English and Spanish were the predominant languages spoken by DCTA customers. Nearly 7 percent of customers in 2019 indicated that Spanish was their primary language. Other languages submitted via the survey included Hakha Chin (0.06 percent) and English (86 percent).
- Examination of prior experiences: Discussions with DCTA transit operators, customer service representatives, and the call center confirmed frequent and consistent encounters with Spanish speaking individuals who have little or no English proficiency. In most cases, the information requested relates to routes, schedules, connections with other transit systems, key destinations (retail, medical, social services, and employers) and fare information.
- Discussions with partner cities, local school districts, and stakeholders revealed that their data and experience indicated a need to provide Spanish speaking individuals with information in their native language. Knowing that fact, DCTA has worked with the local school districts, Texas Workforce Commission, and social service agencies to ensure the needs of these individuals, especially those with LEP, are met.
- Discussions with the City of Lewisville did indicate another demographic in addition to Spanish speaking individuals that meets the Safe Harbor thresholds. Over 3,500 Chin refugees from Myanmar have relocated to Lewisville with the assistance of Catholic Charities. While representing a small portion of the Lewisville population, a majority of these individuals do not own a car and are likely to need public transportation. DCTA works closely with the City of Lewisville on providing transit information and customized resources. DCTA utilized a translation company to assist with all translations and engages with Catholic Charities and the



City of Lewisville for translations when needed. All DCTA's vital documents are translated in Hakha Chin and available via download. Vital documents for these purposes include:

- All agency Route Guides for bus, the A-train and on-demand services
- Title VI information including DCTA's Title VI Program, policies, procedures, and complaint form
- Access information including policies, procedures, and application.

The analysis conducted in Factor 1 clearly indicates the need for language services in Spanish throughout the service area and in Hakha Chin in Lewisville. Additional understanding of where in the service area populations of LEP reside is also helpful. Figure 6 through Figure 10 present spatial reference for the location of LEP households within the DCTA service area.

***Factor 2: The Frequency with Which LEP Individuals Come Into Contact with DCTA Programs, Activities and Services***

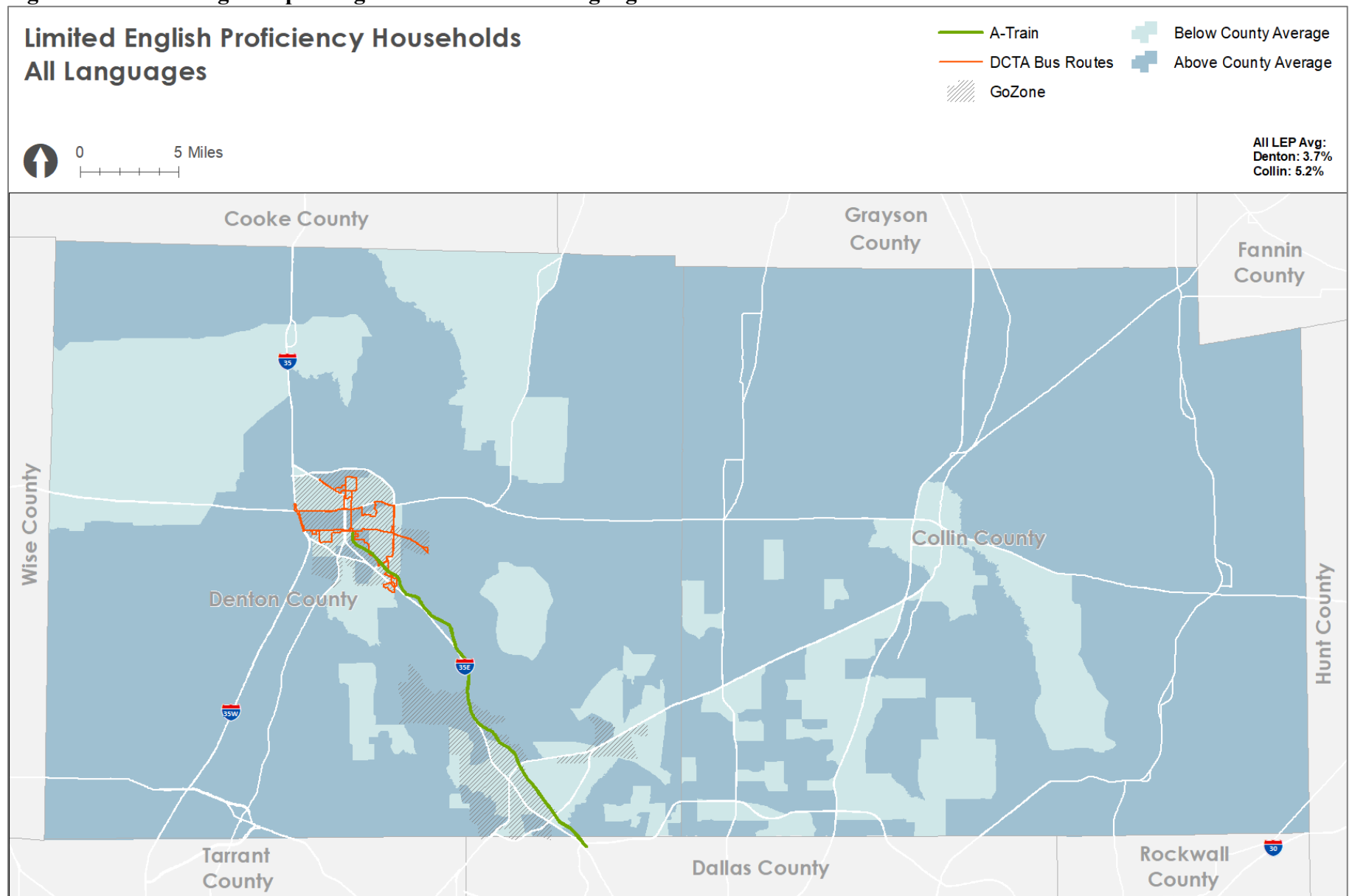
There are a large number of places where members of the LEP population may come into contact with DCTA services. An important part of the development of DCTA's Language Access Plan is the assessment of major points of contact.

Discussions with DCTA transit operators, customer service representatives, and the agency call center indicate frequent interactions with individuals that speak only Spanish. These individuals are frequent users of DCTA's fixed route and demand response services. While interactions with other individuals that are linguistically isolated but do not speak Spanish is limited, rare occurrences are experienced. African, Asian, and Middle Eastern dialects are the next most frequent occurrences.

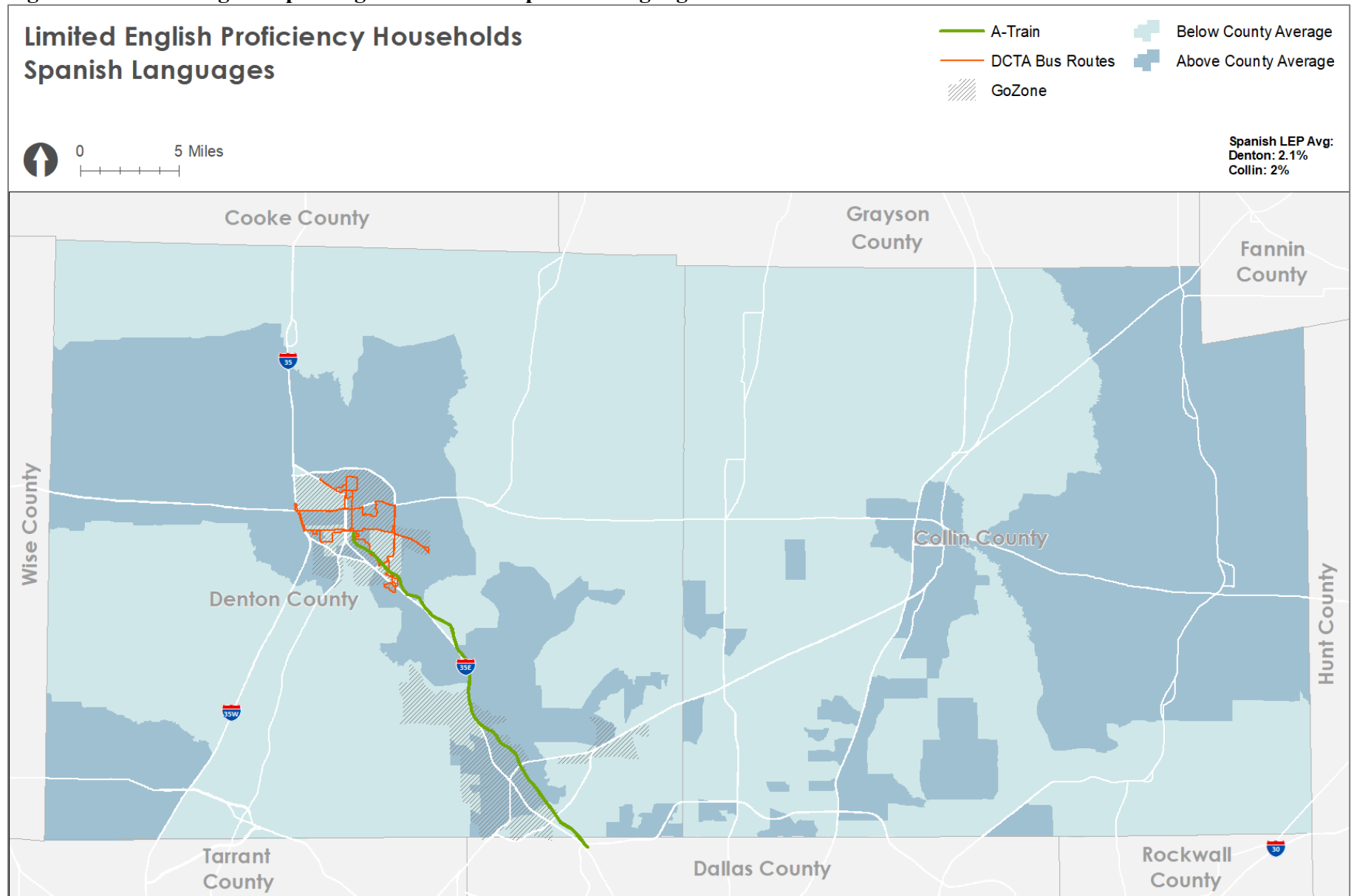
DCTA hosts regular discussions and opportunities for engagement at DCTA facilities and other public venues during service changes or to gather feedback on service provision.

Based on Factor 2 and the discussions described, no significant additional languages or populations were identified as eligible participation groups (beyond those identified by Factor 1, Spanish and Hakha Chin).

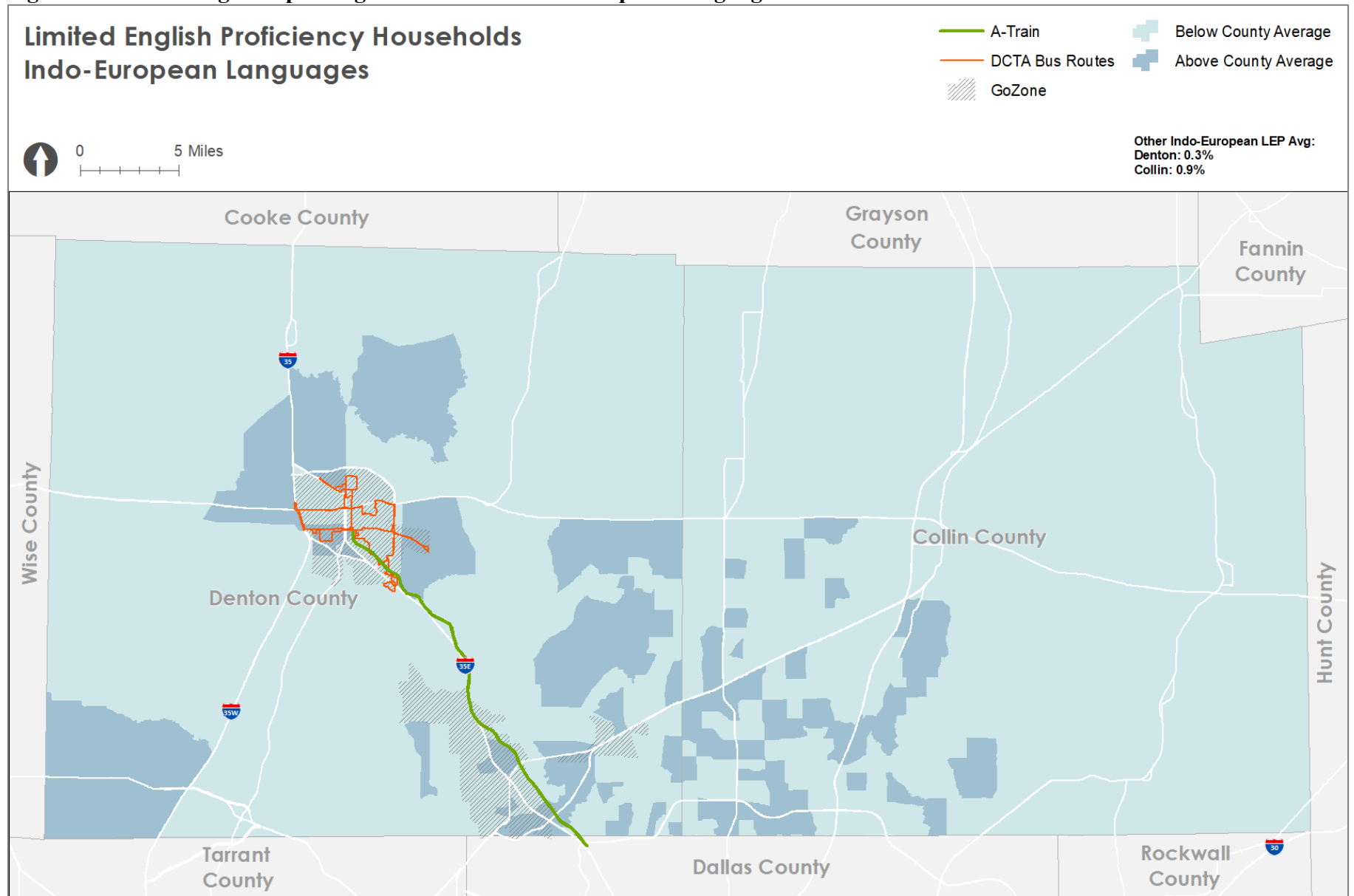
**Figure 6. Limited English-Speaking Households – All Languages.**



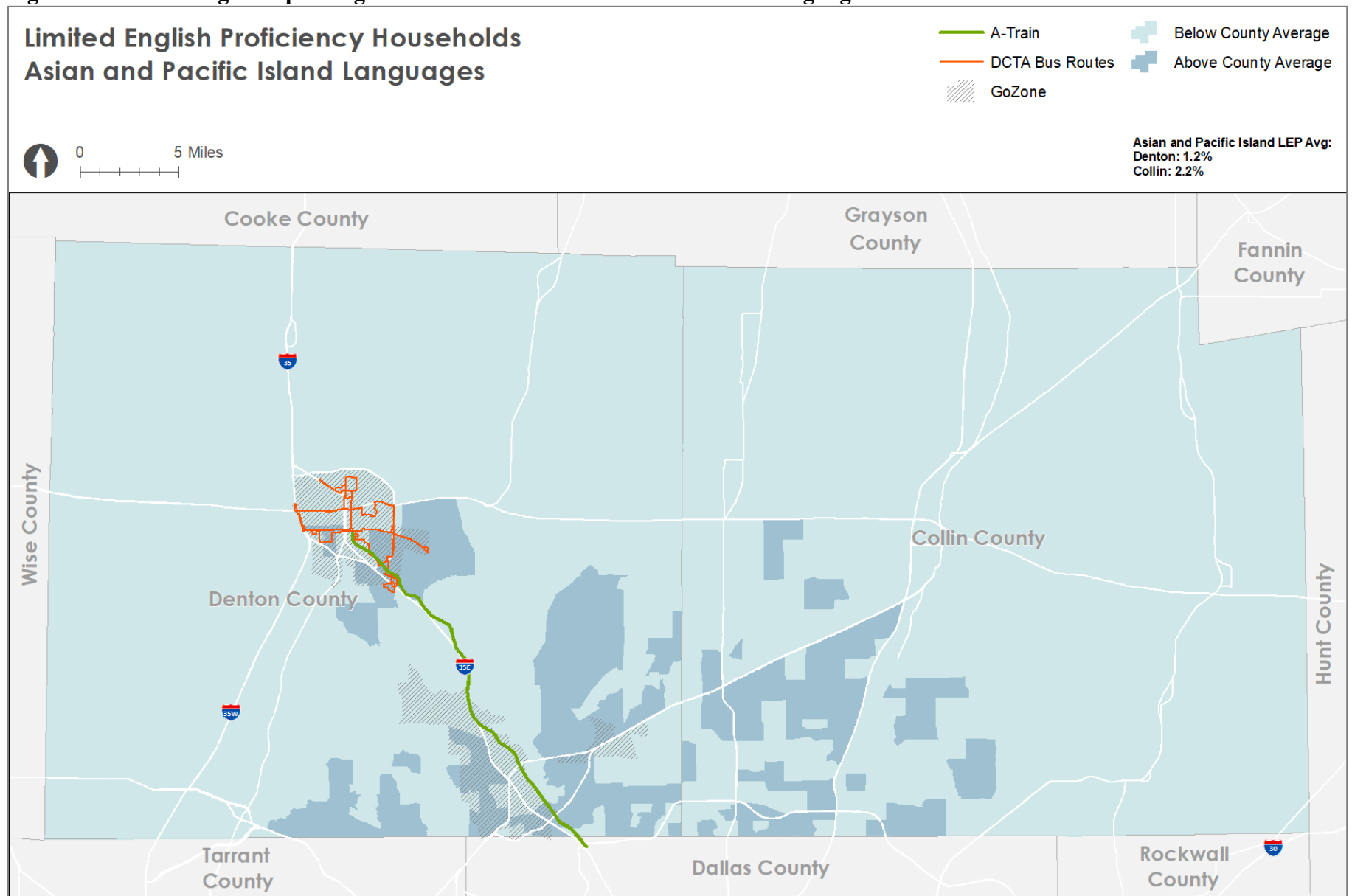
**Figure 7. Limited English-Speaking Households – Spanish Language.**



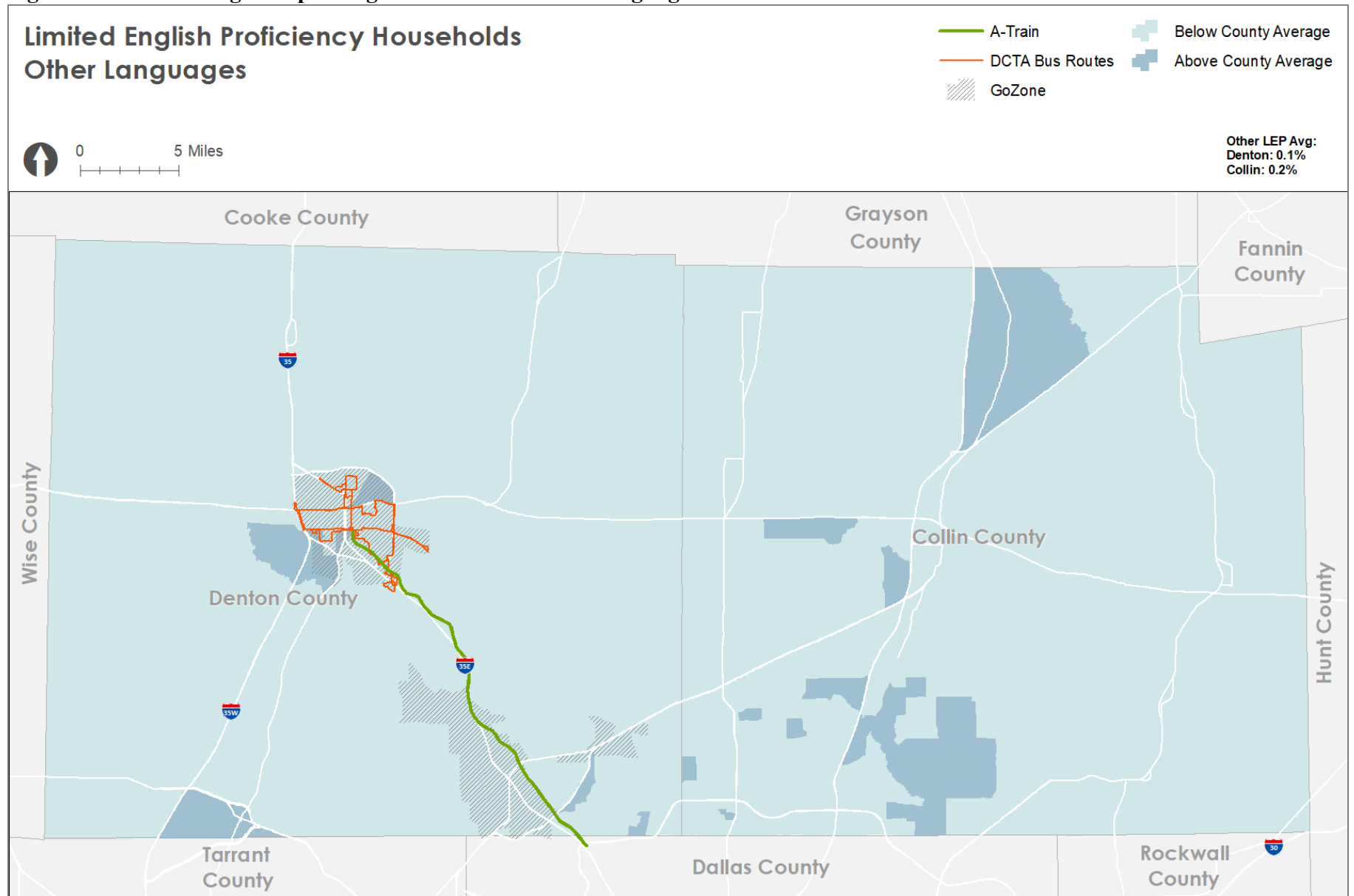
**Figure 8. Limited English-Speaking Households – Indo-European Languages**



**Figure 9. Limited English-Speaking Households – Asian and Pacific Island Languages.**



**Figure 10. Limited English-Speaking Households – Other Languages**





### ***Factor 3: The Importance to LEP Persons of DCTA Programs, Activities and Services***

Access to the services provided by DCTA, both fixed route and on-demand are critical to the lives of many in the area. Many depend on DCTA's fixed route services for access to jobs, education, and essential social services. Due to the essential nature of services provided by DCTA, the transit agency needs to make every effort to ensure that language is not a barrier for access to the system.

Through outreach and the agency's community and passenger satisfaction surveys, DCTA has determined that the transit agency's services are often the primary means of transportation for populations with LEP. Critical information that can affect transit access for these populations includes:

- Route Guides
- Fare and Payment Information (as listed in route guides)
- GoZone Service Policies, Procedures and Smartphone Application
- Title VI Notices
- Title VI Complaint Form and Procedures

According to DCTA's service area demographic profile, individuals that speak Spanish are the only LEP population identified as a statistically significant LEP group according to DCTA's threshold for a significant language (a language group comprising 2 percent or more of the DCTA service area, who have LEP) across the service area. All the above documents are available in Spanish.

### ***Factor 4: LEP Resources Available to DCTA and the Costs***

DCTA assessed its resources for providing LEP assistance, including cost of translation and printing of additional materials, and identifying materials and information that need to be made immediately available in other languages. Consideration was also given to the amount of staff and vehicle operator training that is needed.

Due to the small size of the agency and limited resources, DCTA has collaborated with community organizations and social service agencies to provide LEP assistance. These agencies may include Lewisville Independent School District (ISD), Denton ISD, Carrollton/Farmers Branch ISD, Lake Dallas ISD, UNT, Texas Woman's University, NCTC, the Salvation Army, the City of Denton, the City of Lewisville, the City of Highland Village, Immaculate Conception Catholic Church, Catholic Charities, Serve Denton, REACH of Denton, Southeast Denton Neighborhood Association, Denton County My Health My Resources (MHMR), Veterans Services Offices in Denton and Collin County, Christian Community Action, and Our Daily Bread.

These organizations help with the dissemination of printed information, travel training, and the identification and joint participation in educational and outreach opportunities to help improve access for LEP persons.

DCTA minimizes annual costs by printing English and Spanish materials and providing Hakha Chin materials in a print-friendly, digital format. DCTA's website makes use of Google Translate, which allows translation of the website's contents into 17 languages, including Spanish, and it is free of charge to DCTA and its customers. DCTA reviews its translation expenditures and budgets accordingly for each fiscal year.

## **LEP Program and Activities**

Following the four-factor analysis, DCTA concluded that, in addition to providing outreach materials in Spanish and vital documents in Hakha Chin, there is a need for additional services to assist other LEP populations within the region.

As a result, DCTA's LEP Program outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available. Methods of determination of need and assistance include:

- Examination of records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events.
- A welcome table at any DCTA sponsored event so that a staff person greets participants as they arrive. By informally engaging participants in conversation, it is possible to gauge each attendee's ability to speak and understand English.
- Individuals self-identifying as persons not proficient in English may not be able to be accommodated with translation assistance at the event, but it will assist DCTA in identifying language assistance needs for future events. Follow-up participation opportunities will be offered to those individuals either via phone call with an interpreter or through written communication in their native language.
- Have Language Identification Flashcards on all transit vehicles to assist vehicle operators in identifying specific language assistance needs of passengers. If such individuals are encountered, vehicle operators will be instructed to try to obtain contact information to give to the Operations Manager for follow-up with the assistance of Language Line services.
- Actively recruit bilingual employees.
- Dispatchers and schedulers will also have Language Identification Flashcards to assist in correctly identifying the customer's native language of any LEP individuals they encounter, either in person or over the phone. If such individuals are encountered, dispatchers and schedulers have been instructed on how to employ Language Line services for assistance.
- Language Identification Flashcards will be available at the Downtown Denton Transit Center (DDTC) and at the main office reception desk. It will be especially important for the customer service representatives to have these cards available since the station serves both the local transit system and the regional rail network. Employees at both locations have been instructed on how to utilize Language Line services to assist any LEP individuals encountered.
- Specific web content for both DCTA's Title VI and Limited English Proficiency programs can be found at:
  - Title VI - <https://www.dcta.net/rider-info/411/title-vi>
  - LEP - <https://www.dcta.net/rider-info/411/limited-english-proficiency-plan>

## **Language Assistance Measures**

Spanish and Hakha Chin speaking individuals with LEP have been identified as statistically significant populations that require access to vital information in their native languages. DCTA will provide the following measures to ensure access to these individuals and other individuals with LEP:

- Translation services are available at all public meetings with advanced request. This information is included in meeting postings.
- Language Identification Flashcards are available at all times in DCTA vehicles, at the DDTC, and at transit system administrative offices where tickets are sold, or information is distributed.
- The DCTA Title VI Policy, Complaint Form, and LEP Plan is posted on the agency website at [www.RideDCTA.net](http://www.RideDCTA.net).
- DCTA posts translated versions of the Title VI notice along with the English version on all DCTA vehicles and at the DDTC.
- DCTA provides translations of agency vital documents and information necessary for a passenger to effectively use DCTA services.
- DCTA provides reasonable means for an individual to request public information, comment on DCTA programs or services during the public participation process, or file a complaint to DCTA regarding services or programs.
- DCTA makes every effort to hire bilingual operations staff, customer service representatives, and operators.
- When an interpreter is needed, in person or on the telephone, staff attempts to determine what language is required and to access language assistance services through local colleges and universities, social service agencies, or through [www.language.com](http://www.language.com).
- When staff prepares a document or schedules a meeting for which the target population is expected to include LEP individuals, the documents, meeting notices, flyers, and agendas are printed in an alternative language based on the known LEP population.

### **Staff Training**

The following training is provided to DCTA staff and DCTA operations contractors.<sup>3</sup>

- Information on DCTA Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Description of agencies and resources that can assist DCTA in providing service to special populations including those with LEP.
- Use of Language Identification Flashcards.
- How to handle a potential Title VI/LEP complaint.

### **Monitoring and Updating the Plan**

The Marketing and Communications Department in conjunction with Planning and Operations staff will monitor the effectiveness of this plan. Monitoring includes annual reviews of census data in coordination with North Central Texas Council of Governments for changing patterns of LEP populations, ongoing collaboration with regional partners and community groups, and post event assessments. Additionally, staff will continue to pursue new media opportunities to offer affordable and effective travel information in multiple languages.

LEP plan updates will include the following:

- How the needs of LEP persons have been addressed.

<sup>3</sup> Information is provided by NCTCOG Title VI Onboarding Training documents, last updated 2021

- Determination of appropriate documents for translation.
- Determination of the current LEP and Safe Harbor populations in the service area.
- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether transit system's financial resources are sufficient to fund the language assistance resources needed.
- Determine whether DCTA has fully complied with the goals of this LEP Plan.
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.

### **Dissemination of DCTA's LEP Plan**

A link to DCTA's plan is included on the DCTA website at <https://www.dcta.net/rider-info/411/limited-english-proficiency-plan>.

Any person or agency with Internet access will be able to access and download the plan from the DCTA website. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail, or in person, and shall be provided a copy of the plan at no cost. LEP individuals may request copies of the plan in translation, which DCTA will provide, if feasible.

Questions or comments on the LEP Plan may be submitted to DCTA's President or any member of the agency's Executive Team.

### **Overview of Decision-Making Bodies, Planning, and Advisory Groups**

In addition to the Board of Directors, DCTA has five committees, one of which, the Community Advisory Committee, consists of non-elected members of the general public. The duties of the Board and each committee are summarized below.

#### **Efforts to Encourage Minority Participation on DCTA Decision-Making Bodies**

DCTA recognizes the importance of diverse participation on its planning, advisory, and policy making bodies. While DCTA does not directly appoint members to its Board of Directors, DCTA will continue to encourage the appointing entities to consider diversity in their selection process. DCTA will continue to actively solicit participation on its Community Advisory Committee and Social Services Roundtable and will increase its efforts to engage minority, low-income, and LEP populations through direct outreach to social service agencies and the general community. Additionally, DCTA occasionally forms ad-hoc stakeholder workgroups to assist with project planning efforts. DCTA ensures that the work groups adequately reflect the diverse community. For example, between October 2020 and September 2021, DCTA conducted 73 outreach actions to community members and stakeholder groups including employers, social service agencies, senior groups, the Denton Black film festival, student organizations, and residential communities.

Appendix E presents a complete list of these efforts.

#### **Board of Directors**

DCTA is governed by a politically appointed 11-member Board of Directors, 5 voting members and 6 non-voting members. Board terms are typically for two years, beginning on November 13. Board officers

(Chair, Vice Chair, and Secretary) serve one-year terms. No positions are directly appointed by DCTA. Board meetings are held the fourth Thursday of each month beginning at 10:00 AM in the DCTA Board Room.

Texas Transportation Code 460 [Section 460.202] outlines eligibility for participation on the board. To be eligible for appointment, a person must: (i) have professional experience in the field of transportation, business, government, engineering, or law; and (ii) reside: (A) within the territory of the Authority; or (B) outside the territory of the authority in a municipality that is located partly in the territory of the Authority.

**Table 2. Board of Directors Racial Makeup.**

Year	Race	Gender	Total
2019	12 Caucasian, 1 Middle Eastern	11 male, 2 female	13
2020	All Caucasian	8 male, 2 female	10
2021	10 Caucasian, 2 Hispanic, 1 Prefer Not to Answer	11 male, 2 female	13

### **Community Advisory Committee (CAC)**

DCTA routinely recruits passengers, stakeholders, and community members to join the agency's Community Advisory Committee. Recruitment efforts occur monthly through outreach opportunities, partnerships, Rider Alerts, and social media posts.

The Community Advisory Committee provides a forum to exchange information between DCTA staff, its passengers, and the community members on transit related issues. While the Community Advisory Committee is not authorized to make decisions, this team of local volunteers can influence decisions, interact more closely with DCTA staff, and participate in decision making processes. Participation is on a volunteer basis and participants are required to reside in the local service area. The current committee consists of DCTA transit system users, non-transit users, higher education representatives, human service organizations, and interested participants seeking ways to improve the public transportation options available in DCTA's service area. These residents represent a broad range of interests, such as public transportation, community enhancement, environmental issues, economic development, and issues concerning seniors.

**Table 3. Community Advisory Team – 2021 Membership Racial Makeup.**

Race	Gender	Total
Caucasian	8 male, 1 female	9
Latin American	2 male, 0 female	2
African American	0 male, 0 female	0
<b>Total</b>	<b>10 male, 1 female</b>	<b>11</b>

### **Social Services Agency Roundtable**

DCTA hosts quarterly social service agency (SSA) roundtable meetings for Denton County social service agencies, with one meeting for Denton-focused agencies and one meeting for Lewisville-focused agencies. Many dedicated professionals come to the roundtable to make life better for the people they serve. The SSA meetings are an opportunity for DCTA to provide service updates that they can then pass on to clients, and in return, the SSA partners presents the DCTA with needs and ideas that will potentially make transit more accessible for all users. Attendance to the meetings is not predicated on membership. Table 4 shows the responses to a race/ethnicity and gender questionnaire that was sent to attendees, with 7 responses obtained.

**Table 4. Social Services Agency Roundtable – February 2022 Meeting Attendance Responses**

<b>Race</b>	<b>Gender</b>	<b>Total</b>
Caucasian	1 male, 3 female	4
Latin American	0 male, 1 female	1
African American	0 male, 2 female	2
<b><i>Total</i></b>	<b><i>1 male, 6 female</i></b>	<b><i>7</i></b>

**Subrecipient Compliance**

DCTA does not have any subrecipients.



### 3. Additional Requirements for Transit Providers

DCTA operates a fixed route transit service with less than 50 vehicles during peak service in an area of over 200,000 people. According to FTA Circular 4702.1B, DCTA is required to develop service standards and policies for its services. As DCTA is not operating more than 50 vehicles, DCTA is not required to analyze transit service performance, analyze and summarize the demographics of its service area, nor develop a plan for addressing equity issues related to major service and fare changes. However, DCTA had previously established these Title VI Policy sections when operating 50 or more vehicles in peak service, and these have been brought forward should DCTA elect to continue tracking or analyzing these measures moving forward. This section documents each of these topics.

#### **Service Standards and Policies**

DCTA aspires to the following system-wide standards and policies to ensure service design and operations do not result in discrimination based on race, color, or national origin. Service policies differ from service standards in that they are not necessarily based on a quantitative threshold. Quantitative standards for vehicle load, vehicle headways, on-time performance, and service availability are listed below.

Service standards and policies provide a framework for guiding decisions by which fixed route services are created, expanded, and evaluated. By providing a defined set of performance standards, DCTA staff and the Board have consistent standards regarding on how to allocate, prioritize, and deploy services.

These service performance and design standards include:

- Route classification.
- Desired minimum service spans and frequencies.
- Desired minimum route-level operating standards.
- On-time performance

#### **Route Classification System**

Transit services are most effective when they are tailored to the design and needs of the communities they serve. For planning purposes, the following definitions of service types will be used to identify both the types of fixed route services provided by DCTA and those that might be provided by DCTA in the future:

- **Regional Commuter Rail Services:** This service is best characterized as a bidirectional passenger rail service with limited stops, fast travel times, and stations in major population centers or at major employment destinations. The A-train is categorized as this service.
- **Regional Express Bus Services:** The North Texas Xpress service is an example of DCTA's operation of premium commuter service, but regional express bus services may be appropriate in other locations in Denton County. This service type offers fast service during peak commute hours, focusing on linking cities or neighborhoods with high concentrations of workers traveling to a specific employment area or a major transit hub. Express bus services may take advantage of arterial and freeway HOV lanes, allowing them to provide a level of service that is comparable – or in some cases better than – automobile travel times. DCTA's North Texas Xpress (NTX) is an example of regional express bus service.

- **Community Circulators:** Other local fixed-route bus services, typically operating at 30- or 60-minute headways (but with the potential for greater frequencies), are termed community circulator routes. Most of DCTA’s existing Connect routes would be classified as community circulators. Except around universities, these are designed to provide policy level coverage service to neighborhoods that do not have the population density or employment — or design characteristics — to support trunk routes. Services are designed to adapt to the unique characteristics of the neighborhoods or cities they serve. Whenever possible, clockface operations and timed transfer at transit centers should be accommodated in route designs. This suggests very careful attention to the length of the route to ensure there is a reasonable match between the schedule cycle time and the route length. Three types of community circulators are identified for Denton County.
  - **Neighborhood Circulators:** These are traditional fixed route services. Neighborhood circulators should be established when higher levels of service cannot be effectively supported, because they do not compete with private autos. They normally operate every 30 to 60 minutes and should operate on a clockface headway whenever possible.
  - **Feeders:** Feeder buses are designed to “feed” trunk routes, commuter rail, and regional express bus services. Schedules are drawn to provide clockface headways. Feeder routes operate in urban and lower-density suburban neighborhoods and every effort should also be made to provide timed transfers with other routes at the transit centers served by feeders.
  - **University Circulators:** These may look like traditional fixed routes, but have a specific market – student, faculty, and staff ridership – and serve a location with significant parking constraints or costs. These routes normally operate at relatively good frequencies – every 5 to 30 minutes – and clockface headways are often not as critical.

## Minimum Service Span and Frequency

### *Span of Service*

The time between the first and last trip operated on a route defines the span of service. In addition, service span specifies the minimum period of time service will operate at any point in the system. This gives customers confidence that direct and connecting service will be provided during the span hours. The table below details the span of service that should be provided by type of service.

**Table 5. Desired Minimum Service Span**

Route Type	Weekday		Saturday	Sunday
Commuter Rail	5am - 9pm		8am - 11pm	N/A
Regional Express Bus	6am - 6pm		N/A	N/A
Community Circulators	5am - 9pm		9am - 6pm	N/A
GoZone	<b>Monday - Thursday</b>	<b>Friday</b>	8am - 11pm  Guaranteed Ride Home 11pm - 2am	GoZone
	5am - 10pm  Guaranteed Ride Home 10pm - 1am	5am - 11pm  Guaranteed Ride Home 11pm - 2am		

## ***Frequency***

Service frequency has a major influence on transit ridership. Frequent service is costly to provide but is valued by regular and occasional customers. Table 6 presents current service frequencies for DCTA fixed-route modes.

**Table 6. Existing Fixed-Route Service Frequencies**

	Weekday		Weekend	
	Peak	Mid-day	Saturday	Sunday
Commuter Rail: A-train	30	30	60	N.A.
Regional Express Bus: North Texas Express*	N.A.	N.A.	N.A.	N.A.
Community Circulator: Route 2	40	40	45	N.A.
Community Circulator: Route 3	40	40	45	N.A.
Community Circulator: Route 4	40	40	60	N.A.
Community Circulator: Route 5	30	30	30	N.A.
Community Circulator: Route 6	30	40	40	N.A.
Community Circulator: Route 7	30	40	60	N.A.

\* North Texas Express operates a single trip only during AM/PM peak periods

DCTA continually evaluates its fixed-route network with an eye towards improving operating efficiencies and service frequencies in areas with high transit demand.

## ***On-Time Performance***

The on-time performance standard for all fixed route modes operated by DCTA is measured by arriving no earlier than one (1) minute from scheduled and no later than five (5) minutes after scheduled. Routes which are in the bottom ten percent for this metric should be reviewed to identify any operational improvements or schedule adjustments.

## **Service Performance Standards**

DCTA will monitor key system-wide performance statistics, using pre-established targets to measure organizational success. System service standards cover a wide range of subjects including ridership, safety, reliability, and customer satisfaction. As DCTA's service structure evolves to incorporate on-demand GoZone service, these standards will be updated to reflect the relevant metrics.

## **Level and Quality of Service Monitoring**

DCTA conducts regular analyses to provide an accurate depiction of service quality. Prior comparative analyses tended to indicate a high level of transit service existed in areas with predominate minority populations and suggested minority population centers tended to generate substantial ridership. Comprehensive route analyses inform necessary service changes and ridership statistics to maintain revenue.

## **Service Provision to Minorities and Low-Income Individuals**

Fixed route service provides significant access in the areas of Denton and Lewisville with above average minority populations. DCTA will continue to evaluate available service and demographic information to ensure quality service for all citizens.

## **Service Area Demographics**

As defined in the Agency Overview section, for the purposes of this document DCTA's service area includes all of Denton and Collin County. DCTA's current fixed route services are focused within the Cities of Denton and Lewisville and on-demand service is available in Denton, Lewisville, and Highland Village. For demographic and equity analyses purposes, Denton County's demographic statistics are considered the baseline service area statistics against which other census geographies' statistics will be compared. DCTA also has a regional commuter rail service that connects with the regional transit network in the City of Carrollton. A large portion of DCTA's ridership is comprised of students, faculty, and staff from the UNT, North Central Texas College, and Texas Woman's University.

Figure 11 illustrates the location of census block groups with minority populations that exceed the DCTA's service area's average minority population. Figure 12 depicts the census block groups that exceed the average percentage of low-income populations within the two counties within DCTA's service area.

**Figure 11. Minority Population.**

ppendix

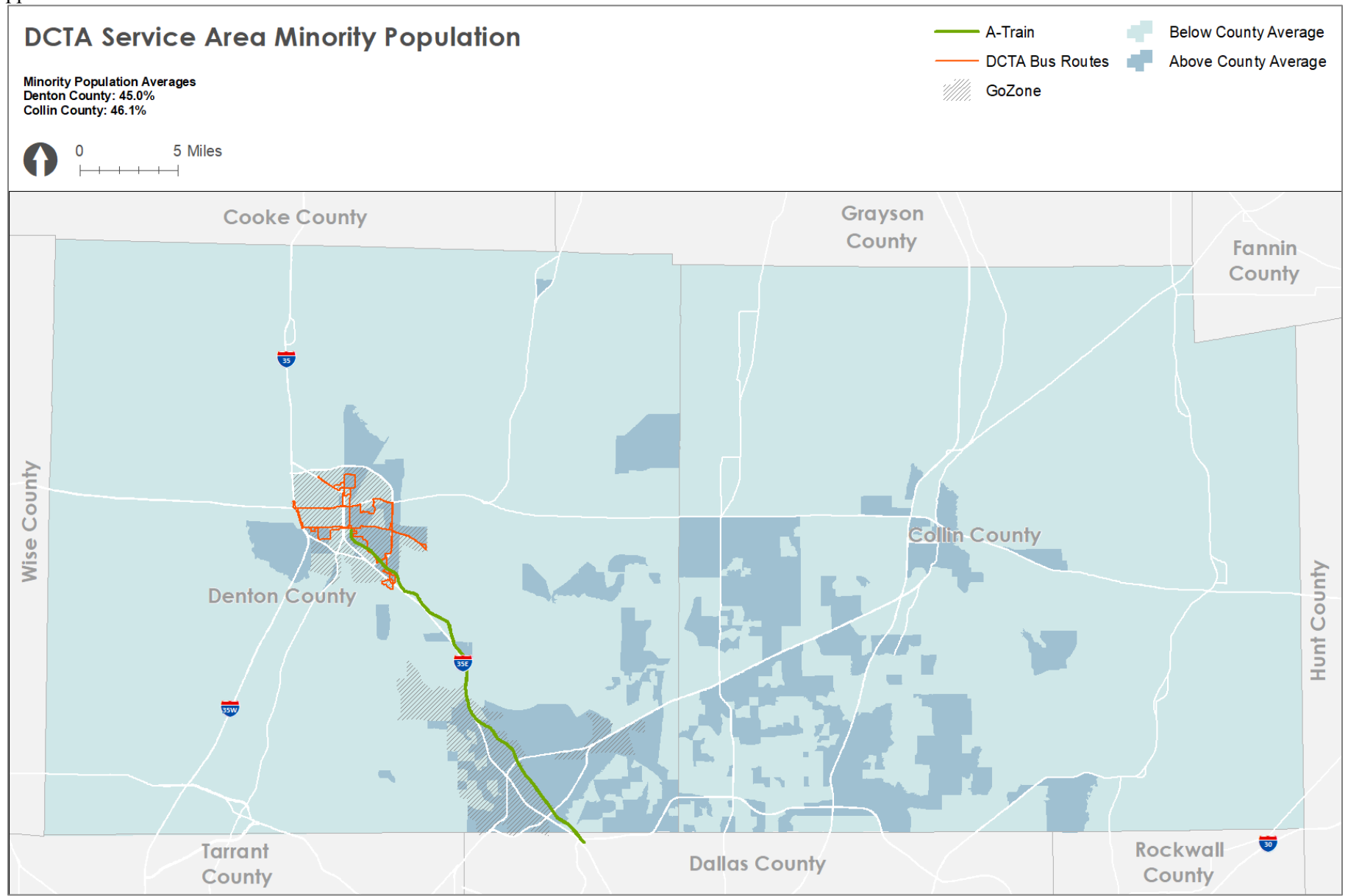
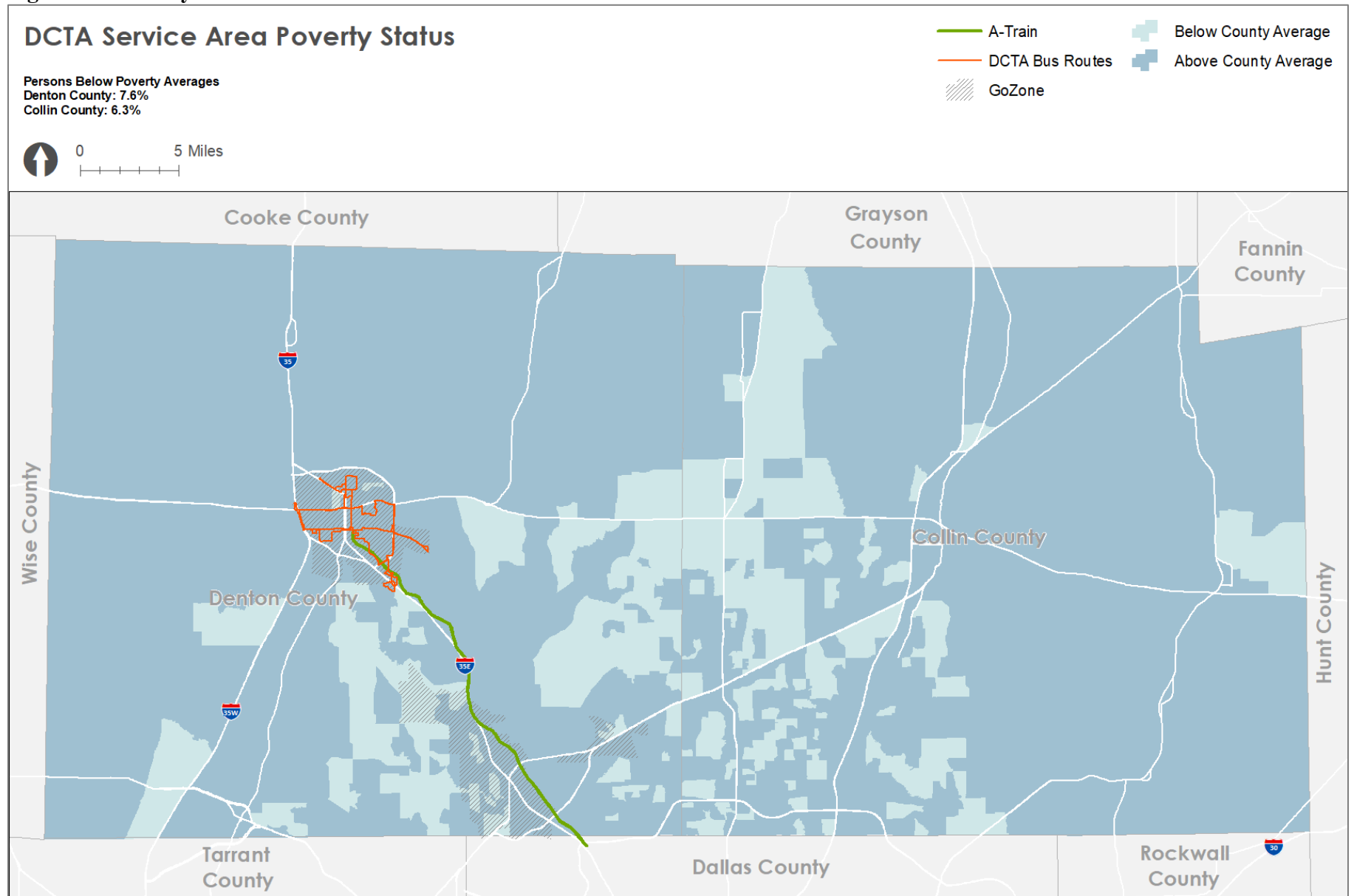


Figure 12. Poverty Status





## 4. Title VI Equity Analysis

DCTA may elect to conduct an equity analysis to measure any impact of service and fare changes. Suggested guidance on what may be considered significant changes and equity evaluation criteria may be found in Appendix G. To comply with federal requirements, the Title VI equity analyses provided in this report are based on FTA guidance using methods and definitions within the public transit community.

### **Fare and Service Equity Analysis Process**

To conduct a Fare and Service Equity Analysis, DCTA may use the following process:

1. As soon as any change in fare or service is proposed, DCTA staff describes in detail the proposed change. The detailed description included what routes, schedules, and service indicators (level and/or quality of service) would be affected. Additionally, staff describes the need or impetus for change.
2. A determination is then made if the changes qualify as a major fare or service change under the Agency's Major Fare and Service Change Policy. In the future, a record will be kept of both determinations.
3. If the determination is yes, further analysis is required, and public participation is warranted.
4. A comparison is made to determine the difference between the existing service and proposed service for those impacted by the change.
5. To analyze possible adverse effects, DCTA staff uses the following steps:
  - a. Determine the affected area.
  - b. Describe the demographic and ridership data and ridership data being used for the analysis and how they were collected.
  - c. Describe how the data will be used to determine if the proposed change will have an adverse effect.
  - d. Compare the location of the proposed change to the most recent demographic data on file. According to the data, is the affected area a minority, low-income, or LEP area?
  - e. Compare the ridership population that will be affected by the change as compared to the general ridership population. Could there be a potential disparate impact or disproportionate burden? Explain.
  - f. Analyze the data to describe the details and extent of the possible impacts.
    - i. Create maps showing the affected areas and demographic data along with route information.
    - ii. Create tables showing impacts of each type of change and the affected and overall ridership population.
    - iii. Determine whether the proportion of minorities and/or low-income population that is affected is significant when compared to the general population set using thresholds designed in each policy. If not, finalize the analysis and provide to the Board. If so, steps need to be taken to describe these negative effects and to develop alternative options that mitigate, avoid, or minimize these effects.
    - iv. Repeat the analysis for any alternative options.
    - v. Present the finding to the Board of Directors for review and acceptance.

6. The Public Participation Plan determines adequate comment period and appropriate communication and participation methods.
7. All comments are recorded and presented to the Board of Directors as part of the decision-making process.

Appendix H presents the Title VI analysis documentation for each proposed service change that occurred since DCTA's 2019 Title VI Program Update.

### **Construction Equity Analysis**

When DCTA plans to construct or expand a facility, the agency conducts a Title VI Equity Analysis on the location of the facility during the planning stages. The following principles are applied in the analysis:

1. To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, or minority and low-income populations.
2. To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
3. To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

## **5. Grants, Reviews, and Certifications**

DCTA has one (1) competitive application pending, FY21 CRISI funded by FRA, along with formula funding applications that are pending approval and execution by FTA.

DCTA has not been subject to any Civil Rights Compliance Reviews in the past three years. DCTA's 2022 Triennial Review resulted in two findings with respect to its Title VI plan/activities, as presented in Appendix I. DCTA was scheduled for a Triennial Review in 2021, but FTA postponed all reviews due to the Covid-19 pandemic. DCTA is currently in the process of its 2022 Triennial Review which is expected to conclude in July 2022.

DCTA has executed its most recent Certifications and Assurances from the FTA as required.

## **Contact**

For additional information on DCTA's Title VI Plan, or its efforts to comply with the Civil Rights Act of 1964 or Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency, please contact:

**Athena Forrester, CPPO, CPPB**  
**Assistant Vice President of Regulatory Compliance**  
**Denton County Transportation Authority**  
[afortrester@dcta.net](mailto:afortrester@dcta.net)  
**972-316-6092**

## **Appendix A – Board of Directors Resolution Adopting Title VI Program**

(Approved April 28, 2022)

### **DENTON COUNTY TRANSPORTATION AUTHORITY RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (“DCTA”) APPROVING ITS TITLE VI PROGRAM UPDATE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Denton County Transportation Authority, as a recipient of federal funds, has been required to comply with Federal Transit Administration Circular 4702.1B and Title VI of the Civil Rights Act of 1964 and its related regulations; and

**WHEREAS**, the DCTA has developed a Title VI Policy in accordance with FTA Circular 4702.1B as amended; and

**WHEREAS**, Title VI of the Civil Rights Act of 1964 and related statutes prohibit discrimination on the basis of race, religion, color, national origin, sex, age, or disability; and

**WHEREAS**, the DCTA, as a recipient of federal financial assistance and a Federal Transit Administration designated recipient, is required to comply with Title VI requirements which include review and approval of a Title VI Program every three (3) years; and

**WHEREAS**, the DCTA is updating Title VI policies which will be included in the 2022 Title VI Program Update.

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

**SECTION 1.** The Denton County Transportation Authority Board of Directors hereby approves the DCTA 2022 Title VI Program Update, the original of which shall be maintained in the office of the AVP of Regulatory Compliance referenced by the date and number of this resolution.

**SECTION 2.** This resolution shall be transmitted to the Federal Transit Administration and other funding agencies as appropriate.

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

**SECTION 4.** 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 28<sup>TH</sup> DAY OF APRIL, 2022.**

**APPROVED:**

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Cesar Molina, Chair


**ATTEST:**

---

Dianne Costa, Secretary  
(04-08-2022:TM 128953)



## Appendix B – Title VI Notice to the Public

**DENTON COUNTY  
TRANSPORTATION  
AUTHORITY**


### Title VI Policy

The Denton County Transportation Authority (DCTA) designs and operates services and programs without regard to gender, race, color, national origin. For more information regarding the commitment of DCTA to non-discrimination, please contact our offices using the information below. If you feel you or another person has been discriminated against by the actions of the DCTA or its employees, please address your complaint using the information below.

DCTA diseña y opera servicios y programas sin tomar en consideración alguna hacia el género, raza, color y nacionalidad. Para más información relacionada al compromiso de DCTA de no-discriminación por favor contacte nuestras oficinas usando la información proveída abajo. Si usted siente que usted u otra persona ha sido discriminada por las acciones de DCTA o de sus empleados por favor dirija su queja usando la información proveída abajo.

The Denton County Transportation Authority (DCTA) nih hin nu le pa, mipun, taksa, ratnak ram zelhmanh tleidang lo tein bawmhchannak le rian hi a ser i a tuan. DCTA i an i nautat zuamtiahnak dohnak kong he an i pekchannak kong he pehtlai in tam deuh theih na duh ahcun a tang lei ning in kan zung ah pehtlainak rak kan tuah te. Nangmah na siloah midang pakhatkhat nih DCTA asiloah riantuantu pakhatkhat i nautat zuamtaihnak nan ton asiahcun a tang lei ning in theihternak rak kan tuah te.

**Denton County Transportation Authority**  
P.O. Box 96 • Lewisville, TX 75067  
972.221.4600 • [dctainfo@dcta.net](mailto:dctainfo@dcta.net)

RideDCTA.net • 940.243.0077  HopOnBoardBlog.com • #RideDCTA

## **Appendix C – Title VI Complaint Procedures and Forms**

### **English, Spanish, and Hakha Chin**

## **TITLE VI PROCEDURE**

DCTA has established a process for passengers to file a complaint under Title VI. Any person who believes that he or she has been discriminated against on the basis of race, color, or national origin by DCTA or its contract operators may file a Title VI complaint by completing and submitting the agency's Title VI Complaint form available at DCTA administrative office, DCTA's Downtown Denton Transit Facility or on our website at [www.dcta.net](http://www.dcta.net).

DCTA encourages complaints to be filed immediately. DCTA will investigate complaints up to 180 days after the alleged incident. DCTA will process complaints that are complete. Once the complaint is received, DCTA will review it and the complainant will receive an acknowledgement letter within 10 working days informing them whether the complaint will be investigated by DCTA.

Complaints can be filed in writing using the Title VI Complaint form or verbally by calling 972-221-4600. Completed forms are mailed to DCTA's Administrative Office at P.O. Box 96, Lewisville, Texas 75067. A person may also file a complaint directly to FTA's Office of Civil Rights at 1200 New Jersey Avenue SE in Washington, DC 20590.

DCTA has up to 30 days to investigate the complaint. If more information is needed to resolve the case, DCTA may contact the complainant. The complainant has 30 days from the date of the letter to send requested information to the investigator assigned to the case or the case could be administratively dismissed. A case may also be administratively dismissed if the complainant no longer wishes to pursue their case.

DCTA's Title VI Coordinator conducts all investigations in cooperation with the Human Resources Department and the General Counsel. The investigation may include discussion(s) of the complaint with all affected parties to determine the problem. The complainant and other affected parties may be represented by an attorney or other representative of his/her own choosing and may bring witnesses and present testimony and evidence in the course of the investigation.

Based upon all the information received and discovered during the investigation, an investigation report will be written by the Title VI Coordinator for submittal and final determination by the DCTA President.

Once the final determination is made, the complainant will receive a letter stating the final decision. The letter will either be a letter of finding or a closure letter. A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. The closure letter will also include information about the complainant's right to appeal the decision within 10 days. A letter of finding summarizes the allegations and the interviews regarding the alleged incident, explains whether any disciplinary action, additional training of the staff member or other action will occur, and the right to appeal the decision within 10 days.

If the complainant simultaneously files a complaint with DCTA and with an external organization such as the state or federal government, the jurisdiction and investigation of the external agency will supersede DCTA's procedures and DCTA's investigation will be suspended.

## PROCEDIMIENTO DEL TÍTULO VI

DCTA ha establecido un proceso para que los pasajeros presenten una queja bajo el Título VI. Cualquier persona que crea que ha sido discriminada por motivos de raza, color o nacionalidad por DCTA o sus contratistas puede presentar una queja que cumpla con el Título VI completando y enviando el formulario de Queja del Título VI de la agencia, que se encuentra disponible en la oficina administrativa de DCTA, en el Centro de Tránsito de DCTA del Centro de la ciudad de Denton o en nuestro sitio web en [www.dcta.net](http://www.dcta.net).

DCTA insta a los demandantes a presentar las quejas inmediatamente. DCTA investigará las quejas hasta 180 días después de sucedido el presunto incidente. DCTA procesará las quejas que estén completas. Una vez recibida la queja, DCTA la revisará y el demandante recibirá una carta de reconocimiento dentro de los 10 días hábiles posteriores a su recepción, en la que se le informará si la queja será investigada por DCTA o no.

Las quejas se pueden presentar por escrito usando el formulario de Queja del Título VI, o verbalmente llamando al 972-221-4600. Los formularios completados se envían por correo a la Oficina administrativa de DCTA a la siguiente dirección: P.O. Box 96, Lewisville, Texas 75067. Una persona también puede presentar una queja directamente a la Oficina de Derechos Civiles de la FTA en 1200 New Jersey Avenue SE en Washington, DC 20590.

DCTA cuenta con hasta 30 días para investigar la queja. Si se precisa más información para resolver el caso, DCTA puede contactar al demandante. El demandante tiene 30 días a partir de la fecha de la carta para enviar la información solicitada al investigador asignado al caso; de lo contrario el caso puede ser desestimado administrativamente. Un caso también puede ser desestimado administrativamente si el demandante ya no desea proseguir con su caso.

El Coordinador del Título VI de DCTA lleva adelante todas las investigaciones en cooperación con el Departamento de Recursos Humanos y el Director de Asesoría Jurídica. La investigación puede incluir una discusión(es) sobre la queja con todas las partes afectadas para determinar el problema. El demandante y las otras partes afectadas pueden ser representados por un abogado o por otro representante de su elección, y pueden aportar testigos y presentar testimonios y evidencia durante el transcurso de la investigación.

A partir de toda la información recibida y exhibida durante la investigación, el Coordinador del Título VI escribirá un informe sobre la investigación para presentarlo al Presidente de DCTA, quien tomará la decisión final.

Una vez tomada la decisión final, el demandante recibirá una carta que contendrá la decisión final. La carta será una carta de resultados o una carta de cierre. Una carta de cierre resume las acusaciones y afirma que no existió una violación del Título VI y que el caso se cerrará. La carta de cierre también incluirá información acerca del derecho de apelación del demandante dentro de los 10 días posteriores. Una carta de resultados resume las acusaciones y las entrevistas con respecto al presunto incidente,

explica si tendrá lugar cualquier medida disciplinaria, capacitación adicional del miembro del personal u cualquier otra acción, y el derecho a apelar la decisión dentro de los 10 días posteriores.

Si el demandante presenta una queja de manera simultánea ante DCTA y ante una organización externa como el gobierno del estado o el gobierno federal, la jurisdicción e investigación de la agencia externa reemplazará a los procedimientos de DCTA y la investigación de DCTA se suspenderá.

## TLANGTAR VI THIL KALNING

DCTA nih hin Tlangtar VI tangah lungtlinlonak langhter khawhnak a tuah. Ahohmanh nih miphun, taksa, ratnak ram hna ruangah DCTA le rian ngeihu pakhatkhat sinin nautat zuamtaih ka tong tiah aa ruah asi ahcun Tlangtar VI ning in lungtlinlonak cu Tlangtar VI lungtlinlonak catlap ah tial in DCTA Tawlreeltu Zung, , DCTA's Downtown Denton Transit Facility ah siseh kan maivan [www.dcta.net](http://www.dcta.net). Ah siseh arak tial khawh.

Lungtlinlonak a um ahcun makhat te ah chim colh lengmang dingin DCTA nih a duh. Lungtlinlonak langhter hnu ni 180 chung ah DCTA nih hlattlainak a tuah lai. Lungtlinlonak tlamtling te I tuahmi pawl cu DCTA nih rian a thok colh lai. Lungtlinlonak ca a hmuh le cangka, DCTA nih a zohfel lai i, lungtlinlonak catial tu sinah an lungtlinlonak hlattlai piak an si lai maw si lailo timi cu ni 10 chungah thawng an thanh than lai.

Tlangtar VI Lungtlinlonak Catlap mang in siseh, mah te bakin 972-221-4600 ah auh in siseh lungtlinlonak langhter khawh asi. Ca cu tlamtling te in DCTA Tawlreeltu Zung e P.O. Box 96, Lewisville, Texas 75067 ah na kuat lai. Na duh ai ahcun FTA's Office of Civil Rights at 1200 New Jersey Avenue SE in Washington, DC 20590 zongah kuat khawh asi thiamthiam.

DCTA nih hin a tlawmbik ni 30 chung tal lungtlinlonak langhter mi kong ah hlatltainak a tuah lai. Theih aherhmi a um rih ahcun lungtlinlonak a lang tertu sinah DCTA nih a hal chap lai. Lungtlinlonak a lang tertu nih ca a kuat hnu ni 30 chungah thil cang kong hlattlai piak dingin a hal khawh bantuken, hlattlai ti lo ding zongain a hal khawh. Hi thil cang kongah an peh duh tilo asi ahcun lungtlinlonak langhter tu pehzulh tilo dingin a um khawh.

DCTA i Tlangtar VI kong Bawmchantu nih Human Resources Zung le General Counsel he i bawm in hlattlainak a tuah lai. Hi hlattlainak ahhin lungtlinlotu le nawlbualtu hna remdaihnak tuahnak ding caah bia i ruah tinak zong aa tel kho. Lungtling lotu le a dangdang pawl nih hin anmah aiawhtu an ngei lai I cucu anmah te in an I thim chommi zong asi kho thiamthiam/ cun hi thil cang kong i a hmumi midang le thildangdang zonh an ratpi khawh.

Hi hlatltainak chung i a ummi le hmuhmi thil hna chirhchan in, hlatlainak theihternak ca cu Tlangtar VI bawmchantu niha tial lai i a hnu bik apnak le biakhiahnak caah DCTA Hotu sinah a kuat lai.

Biakhiahnak an tuah khawh le cangka, lungtlinglotu sinah biakhiahnak ca kuat colh asi lai. Cu ca cu thilcang kong cung i hmuhmi asiloah tuaktaanmi kong asi lai. Tuaktaanmi ca ahcun Tlangtar VI ning in nautat zuamtaihnak a um lo zia tu langhter asi lai. Tuaktaanmi ca chungah lungtlinlotu nih biakhiahnak cung i a lungtlinlo asiahcun ni 10 chungah a chal tthan khawh timi zong aa tel lai. Thilcang cung I hmuhnak ca ahcun thil a cangmi vialte le biahnak le bia I ruahnak vialte le hi thil kongah zeitindah dantatnak le remhnak a um lai timi le himinung pawl cawnnak pekchap ding kong le thildang dagn kongah ni 10 chungah zungah chimh tthan khawhnak nawl pawl tial asi lai.

Lungtlinglotu nih DCTA kongah lungtlinlonak DCTA sinah siseh adang zung tate le pengtlang zung tibantuk ahsiseh pehzulh in voi tampi a langhter ahcun, biakhiahnak le hlattlainak hi DCTA nih tuah tiloin, cu bu dang pawl nih an pehzulh lai I DCTA nih peh tilo in a ngol ta rih lai.



**Title VI Complaint Form**  
Denton County Transportation Authority (DCTA)

DCTA is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. Title VI complaints must be filed within 180 days from the date of the alleged discrimination.

The following information is necessary to assist us in processing your complaint. If you require any assistance in completing this form, please contact the Title VI coordinator by calling (972) 221-4600. The completed form must be returned to DCTA, P.O. Box 96, Lewisville, Texas 75067.

Your Name:	Phone:
Street Address:	Alt Phone:
	City, State & Zip Code
Person(s) discriminated against (if someone other than complainant):	
Name(s):	
Street Address, City State & Zip Code:	

Which of the following best describes the reason the alleged discrimination took place? (Circle one)

- Race
- Color
- National Origin (Limited English Proficiency)

Date of the Incident:

\_\_\_\_\_

Please describe the alleged discrimination incident. Provide the names of and titles of all DCTA employees involved if available. Explain what happened and who you believe was responsible. Please use the back of this form if additional space is required.


Complete reverse side of form



**Title VI Complaint Form**  
Denton County Transportation Authority (DCTA)

Describe the alleged discrimination incident (continued)


Have you filed a complaint with any other federal, state or local agency? (Circle one) Yes / No  
If so, list the agency/agencies along with their contact information below:

Agency:	Contact Name:
Street Address, City State & Zip Code:	Phone:
Agency:	Contact Name:
Street Address, City State & Zip Code:	Phone:

I affirm that I have read the above charge and it is true to the best of my knowledge and belief.

\_\_\_\_\_  
Complainant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Complainant

Date Received: _____
Received By: _____



**Formulario de Queja Título VI**  
Autoridad de Transporte del Condado Denton (DCTA)

DCTA está comprometido con asegurar que nadie sea excluido de participar o sea negado los beneficios de sus servicios basado en raza, color u origen nacional, conforme a lo dispuesto por el Título VI del Acta de Derechos Civiles de 1964, en su forma enmendada. Quejas de Título VI deben ser sometidas dentro de 180 días de la fecha del presunto incidente de discriminación.

La siguiente información es necesaria para asistirnos en procesar su queja. Si usted requiere asistencia para llenar este formulario, por favor comuníquese con un coordinador de Título VI llamando al (972) 221-4600. El formulario completo debe regresarse a DCTA, P.O.Box 96, Lewisville, Texas 75067.

Su Nombre:	Numero de teléfono:
Dirección:	Número de teléfono sustituto:
	Ciudad, Estado & Código Postal
Persona(s) discriminada(s) (si es alguien aparte del acusador):	
Nombre(s):	
Dirección, Ciudad Estado & Código Postal:	

¿Cuál de los siguientes mejor describe la razón por la cual el presunto incidente de discriminación ocurrió?(Circular uno)

- Raza
- Color
- Origen Nacional (competencia de Ingles limitada)

Fecha del incidente:

\_\_\_\_\_

Por favor describa el presunto incidente de discriminación. Proporcione los nombres y títulos de todos los empleados de DCTA involucrados si es posible. Explique lo sucedido y quien usted cree que fue responsable. Por favor utilice el lado reverso de este formulario si requiere de espacio adicional.


Complete el lado reverso de este formulario

**Formulario de Queja Título VI**  
 Autoridad de Transporte del Condado Denton (DCTA)

Describa el presunto incidente de discriminación (continuado)


¿Usted ha sometido una queja con alguna otra agencia federal, estatal o local? (Circular uno) Si/No. De ser así, nombre la agencia/agencias con su información de contacto:

Agencia:	Nombre de contacto:
Dirección, Ciudad Estado & Código Postal:	Teléfono:
Agencia:	Nombre de contacto:
Dirección, Ciudad Estado & Código Postal:	Teléfono:

Yo afirmo que he leído el cargo previo y que este es verdadero de acuerdo a mi mejor entendimiento y creencia.

Firma del acusador	Fecha
--------------------	-------

\_\_\_\_\_  
 Escriba a mano o por computadora el nombre del acusador

Fecha de Recibo: _____ Recibido Por: _____
---



A tang lei thil pawl hi theihternak na tuahnak ah bawmchantu dingah aherhmi an si. Hi catlap kongah bawmhnak na herh ahcun, Tlangtar VI nak bawmchantu sinah (972) 221-4600 bawmh halh khawh asi.. Hi cca chugn thil pawl na tial dih hnu ah atang lei hmun ah na kuat lai DCTA, P.O. Box 96. Lewisville. Texas 75067.

Na Min:	Phone:
Na umnak:	Phone dang:
	Khua, State & Cabuk Nambat
Nautat zuamtaih a tongmi (hica tialtu asilomi a dang pakhatkhat):	
Min (pawl)	
Umnak, Khua, State & Cabuk Nambat	

Thil a can ni:

- Miphun ruangah
- Taksa
- Rammi sinak (Mirang hol le ca thiam lo ruangah)

Nautat zuamtaihnak na tonnak kong cu hika ah tial. Hi kong i aa telmi DCTA upat pawl min le rengh na theih khawh tak na tial lai. Thil a cangmi tial law, ahonih dah tuanvo ngei bik tiah na ruah timi zong tial chih. Cahmai dang na herh asi ahcun hika catlap a hnu lei zongah tial ko.

[illegible]

Hi catlap a hnu zongah tial chap rih

**Tlangtar VI Lungtlin Lonak Chimhnak Catlap**  
Denton County Transportation Authority (DCTA)

Thil cangmi zeipauh tial (a peh)


Hmun dang, state dang le khua zung pakhatkhat ah lungtlinlonak ca na kuat bal maw? Pakhat I thim kuat/ kuatlo  
Ti sicun, cuka phu pawl hi an konglam cu a tang lei ah tial.

Phu min:	Pehtlaihnak Min:
Umnak, Khua, State & Cabuk Nambat	Phone:
Phu min:	Pehtlaihnak Min:
Umnak, Khua, State & Cabuk Nambat	Phone:

A cung lei thilcang pawl hi that e in ka reel i lungthiang le le zumhnak in ka feh ter.

\_\_\_\_\_  
Lungtling lo tuMinsenthut Ni

\_\_\_\_\_  
Lungtling Lotu hi Min tial

<p style="text-align: center;">Hmuh Ni: _____</p> <p style="text-align: center;">A Cohlang tu: _____</p>
--

## **Appendix D – Title VI Complaint Documentation**

FY 2018 – One complaint filed against DCTA with the legal opinion of “no findings.”

FY 2019 - No complaints/lawsuits were filed against DCTA

FY 2020 - No complaints/lawsuits were filed against DCTA

FY 2021 - No complaints/lawsuits were filed against DCTA

## **Appendix E – Outreach Efforts, Community Advisory Committee Meetings, and Social Services Agency Roundtable Meetings**

### **April to June 2021**

- April 19 – June 25, 2021
  - GoZone On-Demand Service Implementation and Impacts to other Services

### **June 2020**

- June 15 – 26, 2020
  - DCTA's COVID-19 Response
  - Proposed Service Change Modification Overview
  - Proposed Connect Bus Service Modifications
  - Proposed A-train Service Modifications
  - On-Demand Service Modifications
  - University of North Texas Service Modifications
  - City of Coppell Lyft Program Continuation
  - Title VI Analysis

### **October 2019**

- October 14, 2019
  - Annual Program of Projects

### **May 2019**

- May 1 – 31, 2019
  - A-train Service Changes
  - Denton Connect Route Changes
  - Denton Enterprise Airport Zone Expansion
  - UNT Shuttle Route Changes
  - University Pass Program Fares

### **May 2019**

- May 28, 2019
  - Old Town Station Expansion Property Acquisition Meeting

### **Community Advisory Committee Meetings**

- 2019
  - Lewisville
    - Tuesday, July 9
    - Tuesday, October 8
  - Denton
    - Thursday, July 11
    - Thursday, October 10

### **Social Services Agency Roundtable Meetings**

- 2022
  - Lewisville
    - Tuesday, February 8
    - Tuesday, May 10
  - Denton
    - Thursday, February 10
    - Thursday, May 12



- **2021**
  - Lewisville
    - Wednesday, March 10
    - Tuesday, May 18
    - Tuesday, August 17
    - Tuesday, October 19
  - Denton
    - Wednesday, March 10
    - Thursday, May 20
    - Wednesday, August 18
    - Thursday, October 21
- **2020**
  - Lewisville
    - Wednesday, February 19
    - Wednesday, July 8
    - Tuesday, October 27
  - Denton
    - Thursday, February 20
    - Wednesday, July 8
    - Thursday, October 29
- **2019**
  - Lewisville
    - Wednesday, February 6
    - Wednesday, May 1
    - Wednesday, August 7
    - Wednesday, November 6
  - Denton
    - Thursday, February 7
    - Thursday, May 2
    - Thursday, August 8
    - Thursday, November 7

Denton	Date	NOTES
Denton CVB Advisory Council meeting	October 1, 2018	Attended board meeting and shared DCTA updates
CAT meeting outreach	October 1 - 5	Outreach for upcoming CAT meetings via email to GovDelivery and routine care and feeding
General Community Outreach	October	Emails and phone calls to Denton Apts, Denton Neighborhood Assoc., SEDNA
Denton Airport Zone Outreach Target meeting	October 4, 2019	Email outreach and communication with Amber Beltrain Target HR Generalist
Route Guide and SFOT outreach	October 4, 2018	Delivered to Lewisville CVB, Denton CVB and Denton Welcome Center
Denton Airport Zone Outreach Peterbilt meeting	October 5, 2018	Meeting with Terry Harmon
Denton Airport Zone Outreach WinCo Foods meeting	October 7, 2018	Meeting with Monica Odom, HR Generalist
Denton Airport Zone WinCo meeting	October 17, 2018	
General Community Outreach	November	Emails and phone calls to Denton Apts, Denton Neighborhood Assoc., SEDNA

Denton	Date	NOTES
Holiday Express	December 1, 2018	Worked with Denton County Friends of the Family
Denton Airport Zone Outreach	December 11 & 12, 2018	Bag drop out reach to 61 businesses in DAZ zone. Business names/list available on S: drive S:\COMMUNICATIONS & MARKETING\Public Involvement\Community Outreach
Route Guide drop		Denton CVB, Discover Denton, UNT, TWU, NCTC
General Community Outreach	December	Emails and phone calls to Denton Apts, Denton Neighborhood Assoc., SEDNA
CAT meeting outreach	January 21 - 25, 2019	CAT outreach, routine care and feeding, emails sent as reminders of upcoming meetings
General Community Outreach	January	Emails and phone calls to Denton Apts, Denton Neighborhood Assoc. Assoc., SEDNA
UNT flyer drop off	January 24	Dropped UNT specific flyers to Trista Moxley
Denton Black Film Festival	January 25, 2019	Film panel moderator
Denton Social Services Roundtable	February 7, 2019	
Social Service Agency Outreach	February 21, 2019	SSA Roundtable follow-up and survey
Denton Holiday Lighting Festival meeting	March 6, 2019	
General Community Outreach	March	Emails and phone calls to Denton Apts, Denton Neighborhood Assoc., SEDNA
Social Service Agency Outreach	March 1	Inclement Weather Plan update
Denton Holiday Lighting Assoc. Meeting	October 2, 2019	
Denton CAT Meeting	October 10, 2019	
Denton County Friends of the Family	December 7, 2019	
Discover Denton Advisory Board	January 6, 2020	
Rails to Trails Opening Day Planning Committee Meeting	January 16, 2020	

Denton	Date	NOTES
Denton Black Film Festival Opening Night Concert and Reception	January 24, 2020	
Denton Black Film Festival Family Shorts presentation	January 27, 2020	
CAT Denton	January 30, 2020	
City of Denton Art & Jazz Festival Meeting	February 7, 2020	
Rails to Trails Opening Day Planning Committee Meeting	February 12, 2020	
SSA Denton	February 20, 2020	
Denton High Noon Kiwanis	February 24, 2020	
Service Changes Calls	March 20, 2020	
Community Advisory Committee Meeting	April 15, 2020	
Denton Chamber of Commerce Meeting	April 15, 2020	
Community Education Outreach Emails (PTA and Pre-schools)	April 16, 2020	
Community Advisory Committee Bike Month Email	May 5, 2020	
EPP Program Mailing	May 11, 2020	
Service Change Outreach Letters	May 11, 2020	
Denton Chamber Zoom Marketing Meeting	May 19, 2020	
Homeless Coalition Denton	June 11, 2020	
Safety Kids Coloring Sheets	June 2020	
Survey to Social Services Agency	June 15, 2020	
Email to curated Outreach List re: Public Meeting	June 17, 2020	
Social Services Agency Virtual Meeting – Train the Trainer	July 8, 2020	

Denton	Date	NOTES
Delivery of PPE masks to Nonprofits	July 9, 2020	
Outreach email re: Mask Requirements	July 20, 2020	
Community Partner emails	August 5, 2020	
Emails about RAC meetings	August 7, 2020	
Denton ISD New Teacher Welcome	August 7, 2020	
RAC	August 20, 2020	
Community Advisory Committee	August 20, 2020	
Route Guide Distribution	August 26, 2020	
Denton Radio Sponsor	September 2020	
Denton ISD Peachjar Flyer	September 15, 2020	
Community Advisory Committee Meeting	January 2021	
Denton Black Film Festival Free Ride Promo & Sponsorship	Late January 2021	
Social Services Agency Denton	January 2021	
Train the Trainer	February 2021	
TMS Vaccination Shuttle	February 26, 2021	
April Community Advisory Committee	April 14, 2021	
Social Service Agency Roundtable Forums	March 10, 2021	
GoZone Public Involvement	April 19-June 25, 2021	
Celebrate Tails Day Event (Self-Guided/Virtual)	April 24, 2021	
Safety Education Parks and Rec	March – June 2021	
Juneteenth Sponsorship	June 2021	
New Teachers Denton ISD	July 2021	
TWU Pioneer Week Planning	August 2021	

Denton	Date	NOTES
August Social Service Agency Roundtable Forum	August 2021	
GoZone Service Launch	September 7, 2021	
State Fair of Texas	September 2021	
Denton Art and Jazz	October 1, 2021	
Community Advisory Committee	October 19, 2021	
Social Services Agency Denton	October 2021	
Our Daily Bread	December 8, 2021	
Community Outreach News	December 8, 2021	
GoZone Posters	February 1, 2022	
Denton Ministerial Alliance Meeting	February 12, 2022	
Social Services Agency Denton	February 10, 2022	
Point Bank Denton Breakfast	March 1, 2022	
Thin Line Festival	March 7, 2022	
DDTC Service Change Route Guides	March 10, 2022	
GoZone Listening Sessions	March 25, 2022	

Lewisville	Staff Name	Date	NOTES
Outreach to Affected Property/Business Owner (Old Town Station Expansion)		February 11, 2019	In person discussions with Mr. O'Malley about acquisition of property moving past land swap
Editorial meeting with Community Impact (Lewisville/Highland Village/Flower Mound edition)	Adrienne H.	October 3, 2018	Quarterly meeting with Community Impact about editorial ideas and stories
General Community Outreach	Kelly B	October	Emails and phone calls to Lewisville Apts, Lewisville Neighborhood Assoc., Lewisville Neighborhood Outreach city staff
Advertorial meeting with Community Impact	Adrienne H.	October 24	Advertorial meeting to discuss strategic marketing opps

Lewisville	Staff Name	Date	NOTES
Senior Networking Breakfast	Kelly B.	October 17, 2018	
Lewisville CVB	Kelly B.	October	Monthly visit with Kent Boring
Lewisville Chamber Luncheon	Kelly B./Nicole R	October 23, 2018	
General Community Outreach	Kelly B	October	Emails and phone calls to Lewisville Apts, Lewisville Neighborhood Assoc., Lewisville Neighborhood Outreach city staff
Lewisville CVB	Kelly B.	November	Quarterly visit with Kent Boring
Lewisville Community Expo	Kelly B./Adrienne H./Kayleigh B.	November 3, 2018	
Senior Services Alliance Networking Breakfast	Kelly B.	November 28, 2018	
Lakeway Zone Outreach	Kelly B./Kiera G.	December 15	101 letters mailed to Lakeway Zone Businesses, business names/list located on S: drive
General Community Outreach	Kelly B	October	Emails and phone calls to Lewisville Apts, Lewisville Neighborhood Assoc., Lewisville Neighborhood Outreach city staff
Lakeway Zone Outreach	MarCom Staff	December 17 - 21, 2018	Schedule ride arounds to talk to passengers about upcoming service changes affecting Route 21/22
Lakeway Zone Outreach	Kiera G	January 8 & 9, 2019	Bag drops to local businesses; included Spanish guides
Lewisville CVB Route Guide drop	Kiera G.	January 16, 2019	
General Community Outreach	Kelly B	January	Emails and phone calls to Lewisville Apts, Lewisville Neighborhood Assoc., Lewisville Neighborhood Outreach city staff
Lewisville Chamber Luncheon	Kelly B./Nicole R.	January 22, 2019	
CAT meeting outreach	Kelly B.	January 21 - 25, 2019	CAT outreach, routine care and feeding, emails sent as reminders of upcoming meetings
Lakeway Zone Route Guide drop	Kiera G.	January 21	Dropped extra Lakeway Zone and Routes 21,22 to apartments in zone, including Spanish guides
Lewisville Round Table	Kelly B.	February 1, 2019	

Lewisville	Staff Name	Date	NOTES
DCTA Social Services Roundtable	MarCom Staff	February 6, 2019	
General Community Outreach	Kelly B	February	Emails and phone calls to Lewisville Apts, Lewisville Neighborhood Assoc., Lewisville Neighborhood Outreach city staff
Lewisville CVB Route Guide drop	Kiera G.	February 13, 2019	
Lewisville Area Chamber Healthcare Alliance	Kelly B.	February 13, 2019	
TWU Career & Internship Fair	Kelly B.	February 13, 2019	
Chin Festival	Kelly B./Kiera G.	February 19, 2019	Outreach to Chin Community
Social Service Agency Outreach	Kelly B./Kiera G.	February 21, 2019	SSA Roundtable follow-up and survey
State of the Cities Luncheon	Adrienne H./Kiera G.	February 26, 2019	
Lewisville CVB Route Guide drop	Kiera G.	February 27, 2019	
Route guide drops to Lewisville City Hall	Kiera G.	March 4, 2019	
General Community Outreach	Kelly B	March	Emails and phone calls to Lewisville Apts, Lewisville Neighborhood Assoc., Lewisville Neighborhood Outreach city staff
Social Service Agency Outreach	Kiera G./Kelly B.	March 1	Inclement Weather Plan update
Lewisville Senior Center – Flower Mound Lyft		October 7-11, 2019	
Lewisville CAT Meeting		October 8, 2019	
Lewisville Movement on the Parkway		October 19, 2019	
TWU Commuter Luncheon		October 22, 2019	
Charles Emergy Old Town Station Renaming		October 29, 2019	
Lewisville Expo		November 2, 2019	
Evergreen Senior Living Access Presentation		November 13, 2019	
TWU Apartment Fair		November 14, 2019	
Lewisville ISD Resource Fair		November 21, 2019	



<b>Lewisville</b>	<b>Staff Name</b>	<b>Date</b>	<b>NOTES</b>
Lewisville Chamber LEADS		January 17, 2020	
Lewisville Chin Community meeting		January 24, 2020	
Chin Represented Email		January 25, 2020	
Lewisville Chamber Luncheon		January 28, 2020	
CAT Lewisville		January 28, 2020	
Lewisville Latino Meeting		February 6, 2020	
Social Services Agency Lewisville		February 19, 2020	
Chin Family Festival		February 20, 2020	
City of Lewisville Roundtable Meeting		February 28, 2020	
Lewisville ISD Career Out		March 3, 2020	
Special Populations Outreach		March 27, 2020	
Lewisville Chamber LEADs		April 2020	
Lewisville Chamber Tuesday Tips Zoom Meeting		April 28, 2020	
Lewisville Chamber LEADs		May 2020	
Lewisville Morning Rotary Club Speaker		May 28, 2020	
Sounds of Lewisville at Home		June 2020	
Sounds of Lewisville at Home		July 2020	
Lewisville Chamber Partner Lunch		September 15, 2020	
Social Services Agency Lewisville		January 2021	
Safety Education Parks and Rec		March – June 2021	
New Teachers Lewisville ISD		July 2021	
August Social Service Agency Roundtable Forum		August 2021	
City of Lewisville Employees Go Zone		October 7, 2021	
Social Services Agency Lewisville		October 2021	

<b>Lewisville</b>	<b>Staff Name</b>	<b>Date</b>	<b>NOTES</b>
LHS Homecoming Parade		October 20, 2021	
Lewisville ISD Independence ES Career Day		November 18, 2021	
GoZone Flyer Distribution (Lewisville Convention and Visitors Bureau, Salvation Army, CCA Food Pantry)		January 25, 2022	
Social Services Agency Lewisville		February 8, 2022	
Lewisville Chamber Board Meeting		February 17, 2022	
Lewisville ISD Career Out		March 1, 2022	
CARE Program TWU GoZone		March 2022	
Mill Street Career Day		March 10, 2022	
Evergreen Senior Adult GoZone Preso		March 18, 2022	

<b>Highland Village</b>	<b>Staff Name</b>	<b>Date</b>	<b>NOTES</b>
General Community Outreach	Kelly B.	October	Email and phone calls to Highland Village Neighborhood Associations
Editorial and advertorial meeting with Cross Timbers Gazette	Adrienne H.	October 5, 2018	Quarterly editorial and advertorial meeting to discuss strategic marketing opps and story ideas
General Community Outreach	Kelly B.	November	Email and phone calls to Highland Village Neighborhood Associations
Shops of Highland Village	Kelly B.	November	Phone call
General Community Outreach	Kelly B.	December	Email and phone calls to Highland Village Neighborhood Associations
General Community Outreach	Kelly B.	January	Email and phone calls to Highland Village Neighborhood Associations
Highland Village Luncheon	Kelly B.	January 8, 2019	
Highland Village Coffee	Kelly B.	March 7, 2019	
General Community Outreach	Kelly B.	March	Email and phone calls to Highland Village Neighborhood Associations
Highland Village Business Association Luncheon		January 14, 2020	
Highland Village/Lyft Business Outreach		March 24, 2020	

Highland Village/Lyft Business Outreach		May 6, 2020	
Highland Village Business Association Lyft Email Blast		June 2, 2020	
Safety Education Parks and Rec		March – June 2021	
Highland Village Festival		June 2021	
Highland Village Business Association		October 5, 2021	
Highland Village Fallen Officers		October 16, 2021	
McAuliffe Chili Festival		March 31, 2022	

Non Member Cities	City	Staff Name	Date	NOTES
University of North Texas	Denton	Adrienne H.	October 23, 2018	UNT Senior Class Client Project Presentation
Drive.ai Campaign	Frisco	Adrienne H.	October	Conference Calls during the month in coordination of drive.ai demo day events (October 22 and 23)
Lake Cities Luncheon	Lake Dallas	Kelly B	November 13	
Non-Profit Leadership Luncheon	Flower Mound	Kelly B.	February 4, 2019	Luncheon with 65 area non-profits.
Air North Texas	Meeting via phone or in Arlington	Kelly B.	January 17, 2019	
Air North Texas	Meeting via phone or in Arlington	Kelly B	March	
UNT Orientation	Denton		January 6, 2020	
Country Inn and Suites			January 3, 2020	
Cross Timbers Rotary			January 10, 2020	
UNT Transfer Orientation			January 9, 2020	
UNT Discovery Park Orientation			January 13-14, 2020	

Non Member Cities	City	Staff Name	Date	NOTES
UNT Open House and Orientation			February 4, 2020	
OLLI UNT			February 19, 2020	
UNT Retiree Association			February 25, 2020	
Trip Planning for Hodges Family			February 26, 2020	
State of the Cities Luncheon			February 25, 2020	
Point Bank Business Breakfast			March 12, 2020	
Heritage ES Mystery Reader (Facebook)			April 3, 2020	
Flower Mound Chamber Zoom Lunch			April 21, 2020	
Mind Your Business Radio Show			May 9, 2020	
Air North Texas Conference Call			May 21, 2020	
How to Get Around Collateral to UNT Students			July 31, 2020	
Healthcare Alliance Zoom meeting			September 2, 2020	
Air North Texas Conference Call			September 18, 2020	
Trail Moments Partner Email			September 18, 2020	
Western Days			September 26, 2020	

Non Member Cities	City	Staff Name	Date	NOTES
North Texas Fair & Rodeo Sponsorship			Mid-August 2021	
UNT Orientation			August, 2021	
UNT First Flight Week Planning			August 2021	
TX Workforce Solutions Training			October 7, 2021	
Go Zone Presentations (Flower Mound and Communities in Schools)			November 16, 2021	
Castle Hills Celebration Event			November 20, 2021	
Pedia Place – GoZone Flyers and Safety Kids			January 21, 2022	
UNT Off Student Housing Fair			January 26, 2022	
Lake Cities Rotary Presentation			February 1, 2022	
GoZone Castle Hills Material			February 1, 2022	
Single Parents Advocates Golf Swag			March 7, 2022	
UNT Off Student Housing Fair			March 30, 2022	

<https://www.dcta.net/media-center/news/2020/denton-county-transportation-authoritys-june-2020-public-meeting-goes-digital>

## Appendix F – Public Meeting Advertisement Example



**DROP BY OUR NEXT OPEN  
HOUSE MEETING!**

# PROPOSED FARE CHANGES

DCTA is recommending a new fare structure in an effort to simplify your fare options and to provide system-wide access. DCTA's Local Fare Promotion is set to expire on January 13, 2019 and be replaced by the new fare structure on January 14, 2019.

## OPEN HOUSE TOPIC:

New Fare Structure and Fare Programs Effective January 14, 2019



### LEWISVILLE

Saturday, November 3, 2018 | 9:00 a.m. – noon\*  
Lewisville Community Resource Expo | Next Steps Center  
1305 TX-121 BUS | Lewisville, TX 75067

### HIGHLAND VILLAGE

Saturday, November 3, 2018 | 10:00 a.m. – 2:00 p.m.\*  
City of Highland Village Fall Festival | Unity Park  
2200 Briarhill Blvd | Highland Village, TX 75077

### DENTON

Thursday, November 8, 2018 | 3:00 p.m. – 6:00 p.m.  
Downtown Denton Transit Center | Lobby  
604 E. Hickory Street, Denton, TX 76205

### DENTON

Saturday, November 10, 2018 | 10:00 a.m. – 2:00 p.m.  
Denton Welcome Center on the Square  
111 W. Hickory St | Denton, TX 76201

### ONLINE

Review the presentation and submit feedback online at [dcta.net/about-dcta/public-engagement](http://dcta.net/about-dcta/public-engagement) between Monday, October 29, and Friday, November 16.

\*Come to this free event and locate the DCTA table for more information.

Everyone is welcome to attend the open house meetings. Those who need materials in large-print or translated in a different language, or persons with hearing or sight interpretive service needs are asked to contact DCTA at least five (5) days in advance of the specific meeting at 940.243.0077 or via email at [dctainfo@dcta.net](mailto:dctainfo@dcta.net) so that DCTA can accommodate requests.

RideDCTA.net • 940.243.0077



HopOnBoardBlog.com • #RideDCTA

# Denton County Transportation Authority's June 2020 Public Meeting Goes Digital

June 01, 2020



The Denton County Transportation Authority (DCTA) invites the public to view its online June public meeting video presentation to provide feedback on upcoming proposed agency projects. In lieu of in-person public meetings, DCTA will host its June public meeting presentation online due to the [coronavirus \(COVID-19\) health emergency](#).

The agency regularly holds public meetings to inform and engage with the community regarding DCTA projects, programs and services. DCTA encourages people to provide feedback that will help the agency deliver mobility options that benefit the many communities DCTA serves.

The online video presentation will be available online from Monday, June 15, until Friday, June 26, and will include all the information on the proposed DCTA service changes and projects usually presented during an in-person public meeting.



## **Appendix G – Major Service Change and Disparate Impact Guidance**

In response to FTA guidance, DCTA developed and proposed an updated Major Service Change policy in 2018 to include disparate impact, disproportionate burden considerations, and a better definition of a major service change. DCTA's Board of Directors approved this updated policy on October 25, 2018, as part of DCTA's 2019 Title VI Program update. DCTA no longer operates over 50 peak vehicles and is not required to establish these policies or conduct major service change analyses, according to FTA Advisory Circular 4702.1B Ch IV, Section 4. However, this information has been provided for use should DCTA return to 50 or more peak vehicles or as DCTA elects to conduct these analyses at its discretion.

### **Disparate Impact**

DCTA establishes that a fare change, major service change, or other policy has a disparate impact if the minority populations will experience five (5) percent more of the cumulative burden, or experience five (5) percent less of the cumulative benefit, relative to the non-minority populations. To avoid, minimize, or mitigate disparate impacts, DCTA will develop and assess alternatives and/or modifications to proposed changes that will result in adverse impacts.

DCTA will implement alternatives or modifications to proposed changes to address adverse impacts unless:

- There is substantial legitimate justification for the change, and
- No other alternatives exist that would serve the same legitimate objectives but with less disproportionate effects based on race, color or national origin.

### **Disproportionate Burden**

DCTA establishes that a fare change, major service change, or other policy has a disproportionate burden if low-income populations will experience five (5) percent more of the cumulative burden, or experience five (5) percent less of the cumulative benefit, relative to non- low-income populations unless the disproportionate effects are mitigated.

### **Major Service Change Policy**

A service equity analysis may be conducted whenever the DCTA implements a major service change. A major service change is a change that results in one or more of the following conditions:

- The establishment or elimination of a fixed bus route.
- A substantial geographical alteration on a given route of more than 25 percent of its revenue miles.
- A modification which causes a change in the number of daily revenue hours provided that is equivalent to a 25 percent or greater increase or decrease of the original daily hours provided.

It is important to note that, as of date of this publication, FTA has not established criteria to define a Major Service change for microtransit or on-demand services like GoZone nor has FTA defined disparate impact thresholds for these services. However, DCTA may also apply these metrics to GoZone and other on-demand services using equivalent thresholds.

**Fare Change Policy**

A fare equity analysis may be conducted whenever the DCTA implements a fare change, regardless of the amount of increase or decrease, except for those changes identified as exceptions in FTA Circular 4702.1B. A fare change is defined as an increase or decrease in fares:

- On the entire system,
- On certain transit modes, or
- By fare payment type or fare media.

## Appendix H – Title VI Analyses

### **Content**

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- Old Town Station Expansion
- GoZone
- Fall 2020 Service Changes

## **Old Town Station Expansion – Equity Analysis**

# Title VI Equity Analysis: Old Town Station Expansion

## Background and Purpose

Denton County is the 25<sup>th</sup> fastest-growing county in United States with over 850,000 residents, according to the U.S. Census Bureau. On November 5, 2002, Denton County approved the creation of the Denton County Transportation Authority (DCTA) to advance public transportation alternatives. DCTA was funded in 2003 by a dedicated half-cent sales tax from the cities of Denton, Lewisville and Highland Village and fulfilled its initial service plan in June of 2011 with the launch of its A-train commuter rail service. In December 2011, DCTA updated its service plan to include system-wide improvements to build on the initial investments and meet the public transit needs caused by the area's dynamic growth. Today DCTA serves nearly three million passengers annually and provides service within Denton and Collin county as well as service into Tarrant and Dallas counties with transit connections to Trinity Metro and Dallas Area Rapid Transit.

DCTA is committed to improving mobility, air quality, economic development and livability in the areas we serve. For the past 16 years, DCTA has accelerated innovative transportation solutions which have been critical to reducing traffic congestion and enhancing air quality, while contributing to orderly growth and development and improving the quality of life for Denton County residents.

DCTA plans to expand its current A-train commuter rail station in Old Town Lewisville through purchase of the John Burns Construction Company property (± 5 acres) located at 655 East Main Street and adjacent to the existing station. Upon buildout, the Old Town Station will encompass an Intermodal Transportation Center (ITC) and future DCTA administrative offices in downtown Lewisville. The expansion's initial phase will reconfigure existing parking and bus lanes to allow for construction of bus transfer facilities to include a roundabout for bus parking/transfers, first/last mile solutions and pedestrian connections, covered bus bays, passenger information booth, sidewalks, curbs, and driveways. At full buildout, the ITC will include a building for passenger amenities and waiting area, community meeting space and will serve as a regional hub connecting DCTA rail and bus routes with first/last mile solutions through direct access to TNC, taxi, rail, trail, and bicycle/pedestrian connections.

DCTA is committed to ensuring that no person is excluded from participation in, or denied benefits of, its transit services based on race, color, or national origin, as protected by Title VI of the Civil Rights Act of 1964. The requirements specified FTA C. 4702.1B for complying with 49 CFR Section 21.9(b)(3) state that, *"In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part."*

On October 2019, FTA found that DCTA's proposed station expansion qualifies as a *Categorical Exclusion* ("C List", Type 9) in accordance with 23 CFR 771.117(c).

The Title VI equity analysis contained herein is intended to demonstrate that siting for DCTA's planned station expansion was done without regard to race, color or national origin.

## Site Selection Process

The approximately five-acre subject parcel (Figure 1) was selected solely due to its size and location immediately adjacent to the southern boundary of the Old Town Station's park-and-ride lot. Title 46 CFR Part 21, Appendix C, Section 3(iv) provides that "The location of projects requiring land acquisition and the displacement of persons from their residences and businesses may not be determined on the basis of race, color, or national origin." The site is now being used as a materials yard for the John Burns Construction Company and is owned by the same. The property or construction company is not owned by a Title VI protected class. Table 1 documents in-person outreach activities between DCTA, its representative (Stateside) and the affected property owner.

**Table 1: Outreach to Affected Property/Business Owner**

<b>Date</b>	<b>Activity</b>
March 22, 2017	In Person Meeting, discuss acquisition and valuation with Mr. O'Malley & representatives, DCTA and Stateside
February 11, 2019	In Person Meeting, new representative for Mr. O'Malley to discuss acquisition
March 13, 2019	In Person Meeting, DCTA & Mr. O'Malley's representative discussed acquisition of property moving past land swap
May 28, 2019	In Person Meeting, In Person Meeting, DCTA, Mr. O'Malley's representative and Stateside discussed acquisition of property moving past land swap



Figure 1

# DCTA Intermodal Center/Administrative Office Complex



 **Subject Property**

0 0.05 0.1 Miles





## Benefits and Burdens Analysis

While preparing its *Categorical Exclusion Worksheet*, DCTA reviewed benefits and burdens of locating its ITC and administrative offices at the subject property. The existing development context at and around the site is almost entirely non-residential, light industrial uses and is proximate to the City of Lewisville's Old Town Mixed-Use District which is being incrementally (re)developed in a transit-supportive form to include an integrated balance of homes and businesses. Table 2 summarizes benefits and burdens associated with the site.

**Table 2: Benefits and Burdens**

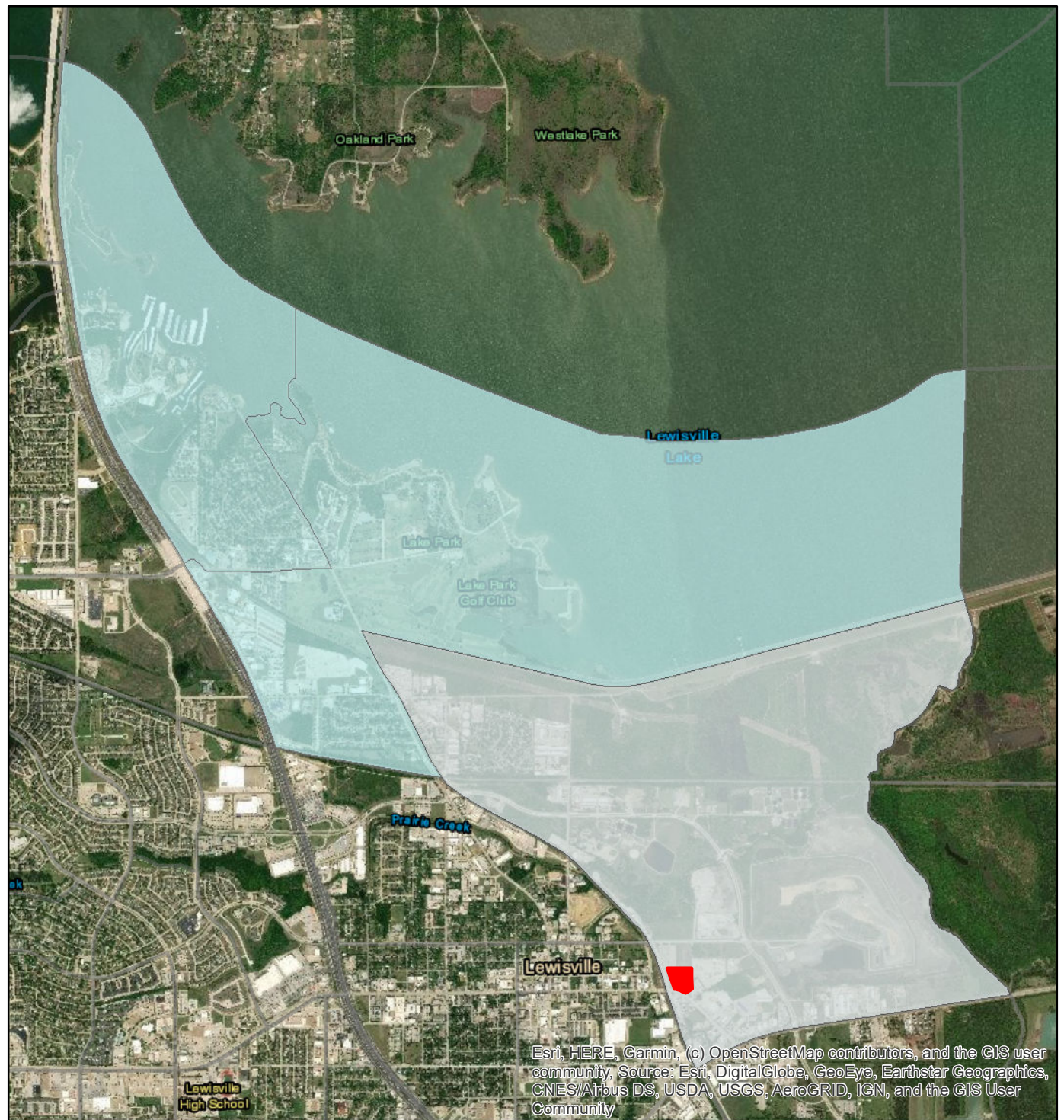
<b>Benefits/Positive Images</b>	<b>Burdens/Adverse Impacts</b>
<ul style="list-style-type: none"><li>• Adjacency to Old Town A-train station</li><li>• Underdeveloped property</li><li>• Supportive of City of Lewisville's Main Street redevelopment vision</li></ul>	<ul style="list-style-type: none"><li>• Active business on site</li></ul>

## Equity Analysis and Cumulative Impacts

DCTA documented demographics using the 2017 American Community Survey (ACS) 5-year Block Group Estimates associated with the site to ensure its selection did not have yield disparate impacts due to race, color, or national origin. The site is located entirely within Census Tract 21502, Block Group 3 as depicted in Figure 2. Table 3 presents applicable demographic characteristics associated with Denton County and the Census Tract and Block Group which contain the selected site.

Figure 2

# DCTA Intermodal Center/Administrative Office Complex



 Census Tract: 21502

 Block Group: 3

 Subject Property

0 0.5 1 Miles

2817

**Table 3: Demographic Characteristics**

	<b>Block Group 3 Tract 21502</b>	<b>Tract 21502</b>	<b>Denton County, TX</b>
Total Population	1,242	4,649	859,064
White	1,129	3,560	655,466
Non-White	113	1,089	203,598
Non-White Percent	9%	23%	24%
Percent Below Poverty	35.7%	6.1%	7.3%
Median Household Income	\$32,221	\$86,532	\$83,376
Percent Limited English Proficiency	26.0%	20.3%	23.1%

Source: US Census Geodatabase: 'ACS\_2017\_5YR\_BG\_48\_Texas.gdb'

Review of demographic characteristics around the site reveals the census block group containing the site contains a significantly lower proportion of non-white persons when compared to the larger census tract or overall Denton County. It is noteworthy that, at the block group level, a significantly higher proportion of households with incomes below the poverty threshold, which is likely due to the location of a large manufactured home community in the block group's northwest corner. No adverse impacts to this low-income community were identified during the NEPA review conducted in support of the *Categorical Exclusion Worksheet* prepared for the site.

## Conclusion

Upon review of the documentation contained herein, it is clearly evident that no adverse disparate impacts will result from acquisition of the subject parcel.

## **GoZone – Title VI – Equity Analysis**

# DCTA GOZONE TITLE VI AND EQUITY ANALYSIS

April 15, 2022



# DCTA GOZONE TITLE VI AND EQUITY ANALYSIS

Prepared for:  
Denton County Transportation Authority  
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Project Number 24618.004

July 9, 2021



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# INTRODUCTION

The purpose of this document is to present an analysis of the potential impacts of Denton County Transportation Authority's (DCTA) proposed transition from fixed-route to GoZone on-demand transit services on low-income, minority, and Limited English Proficiency (LEP) populations within DCTA's service area and according to DCTA's current Title VI policy guidance. Title VI guidelines from the Federal Transit Administration (FTA) prohibit transit service changes that disparately impact racial/ethnic minority populations and/or disproportionately burden low-income populations (below 125% federal poverty level in this analysis). Additionally, this analysis considers impacts to people with Limited English Proficiency (LEP).

The full text of DCTA's disparate impact and disproportionate burden policies can be found on the DCTA website.

This methodology is consistent with Federal Transit Administration (FTA) requirements for Title VI analysis; however, as current FTA guidance (as found in Circular 4702.1B, dated October 1, 2012) does not provide explicit direction as to how on-demand services should be analyzed, the study team has provided additional documentation as to how it performed its analysis.

This document is organized as follows:

- Section 1 provides an overview of the proposed changes to DCTA's bus service
- Section 2 summarizes the peer review conducted to understand best practices in Title VI methodology conducted by other transit agencies implementing on-demand service
- Section 3 describes the methodology used to conduct the Title VI analysis of DCTA's proposed transition from fixed-route to GoZone on-demand services
- Section 4 summarizes the results of the initial analysis
- Section 5 provides recommendations associated with this analysis and the proposed GoZone implementation.

According to the methodology used, results of the equity analysis show that the proposed GoZone network results in benefits within the acceptable range for low-income and minority populations, with low-income residents receiving 12.0-13.2% of the service increase in annual person-trips available to them and minority populations receiving 43.4-45.7% of the service increase. Should additional changes be made to service, this analysis would need to be updated.

In addition to this analysis DCTA has conducted a robust outreach and engagement process using demographic information to inform and engage Title VI protected customers and communities. That outreach and results are described in a separate report and are being used to inform decision-makers of concerns to guide service adjustment, data collection, monitoring and outreach important to meeting DCTA's equity goals and objectives.

## 1. OVERVIEW OF PROPOSED CHANGES

Denton County Transportation Authority (DCTA) is planning to implement GoZone, which will replace the majority of DCTA's existing fixed transit routes with on-demand rideshare service for trips within, and sometimes between, designated zones in Denton County. The project seeks to better serve a wider range of DCTA's service area and provide easy-to-use on-demand rideshare transit service. Immediate implementation will see most fixed-routes be replaced by on-demand service, with future service eliminating all fixed-routes in favor of on-demand service.

## 1.1 BASELINE SERVICE

In order to understand the potential impacts of the GoZone proposal on populations served by DCTA services, the study team compared service under the GoZone proposal to DCTA services offered in December 2019. The reason for this is that multiple fixed-route services were removed during the COVID-19 Pandemic which would have been considered a Major Service Change under normal circumstances. Comparing the GoZone proposal to pre-COVID operations made it possible to account for the elimination of these routes as well as the addition of GoZone service. In addition, the Highland Village Shuttle is included in the baseline analysis, though this fixed-route service had previously been replaced with on-demand service as part of a pilot project.

This analysis does not include University of North Texas (UNT) Campus Shuttles, which are offered in partnership with the UNT and will remain in-place with GoZone.

The December 2019 service area and characteristics are shown in Figure 1 and can be found at the following link: <https://platform.remix.com/map/8e183926?latlng=33.11761,-97.08022,10.5&public=true>

The peak headways of routes included in the baseline analysis are provided in Table 1 and Figure 2.

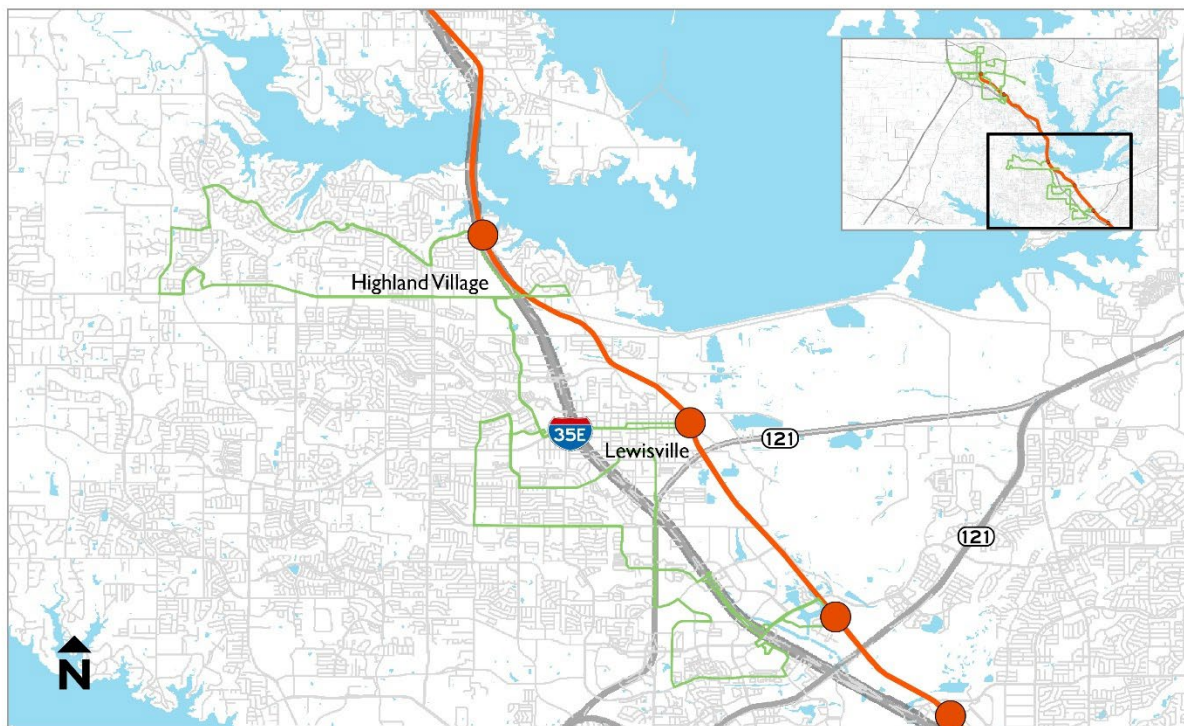
**Table 1. Existing Route Headways as of December 2019 (Source: Remix)**

Route Name	Peak Headway (mins)
1	44
2	31
3	21
4	30
5	17
6	26
7	30
8	19
21 Lewisville Connect	29
22 Lewisville Connect	30
A-train	29
Highland Village Connect Shuttle	30

Figure 1. Existing DCTA Service (December 2019)



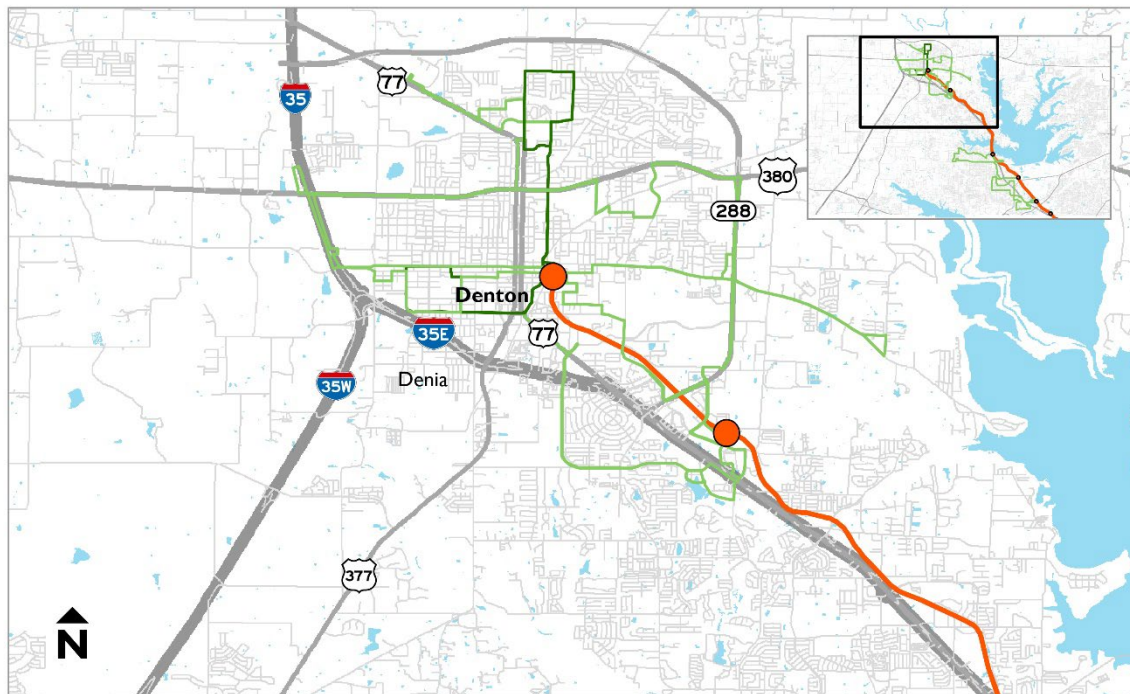
Existing Bus Routes    A-Train    Roadways    Rail Stations



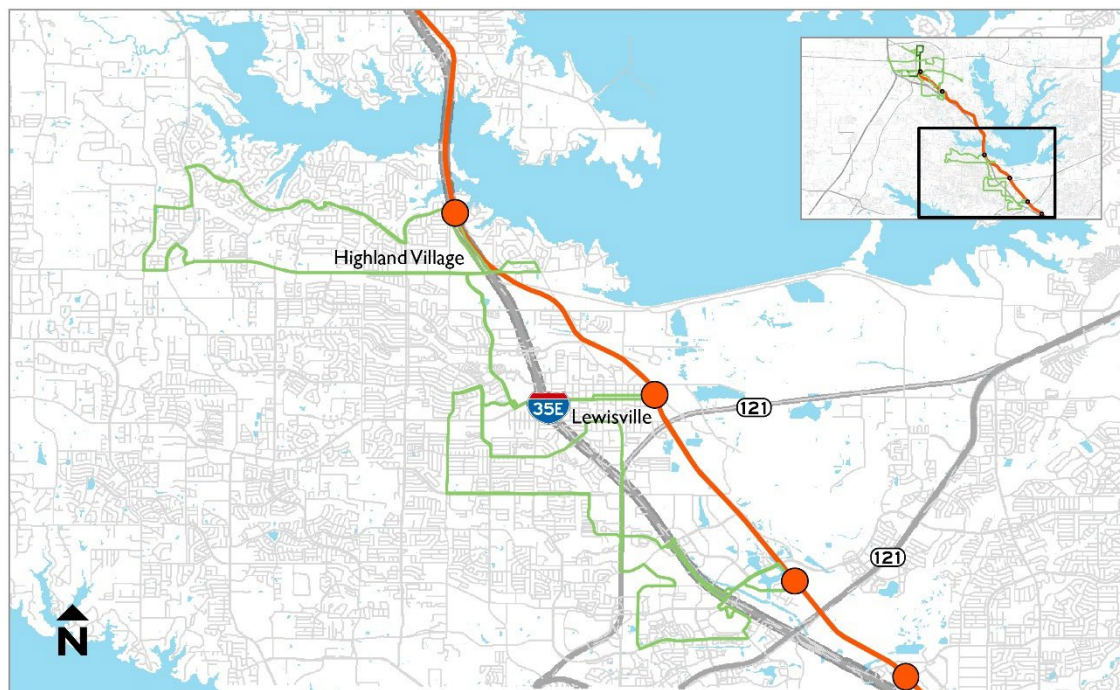
Existing Bus Routes    A-Train    Roadways    Rail Stations



Figure 2. Existing DCTA Service – Peak Headways (December 2019)



- |                 |                                |
|-----------------|--------------------------------|
| — A-Train       | Peak Transit Headway (minutes) |
| — Roadways      | — 7-20                         |
| ● Rail Stations | — 21-94                        |



- |                 |                                |
|-----------------|--------------------------------|
| — A-Train       | Peak Transit Headway (minutes) |
| — Roadways      | — 7-20                         |
| ● Rail Stations | — 21-94                        |

## 1.2 SERVICE IMPLEMENTATION PHASES

GoZone service will be implemented in phases, as described on page 147 of the packet for the June 24, 2021 Board of Directors Regular Meeting. This analysis covers Phase I, which is scheduled for implementation in September 2021. Phase II is scheduled for implementation throughout 2022. Phase I fixed-route service, not including GoZones, can be found at the following link:

<https://platform.remix.com/map/14617d69?latlng=33.11761,-97.08022,10.5&public=true>

Phase I fixed-route service and GoZone service areas are shown in Figure 3.

Phase I will have the following service hours upon anticipated launch in September 2021, providing service within the Denton and Lewisville/Highland Village GoZones:

- Monday-Thursday: 5 a.m. – 10 p.m.
- Friday: 5 a.m. – 11 p.m.
- Saturday: 8 a.m. – 8 p.m.

Phase I add-ons provide the following service expansions, if implemented:

- Saturday service hours to 11 p.m.
- Sunday and holiday service: 8 a.m. – 6 p.m. (assumes 10 holidays per year)
- Expand Denton zone to include Denia
- Service within Business 121 North Zone Expansion (with First Park 121)
- Service between the Lewisville/Highland Village GoZone and the Business 121 North Zone Expansion (with First Park 121)
- Service between the Denton and Lewisville/Highland Village zones on Sundays
- Service between the Lewisville/Highland Village GoZone and DART Frankford Station Monday-Thursday 5 a.m. – 10 p.m. and Friday 5 a.m. – 11 p.m.
- "Guaranteed Ride Home" service from the DART Trinity Mills Station to either the Denton Zone or Lewisville/Highland Village Zone for three additional hours after base service ends, Monday-Saturday. These hours of service are not included in the anticipated service hours upon launch in our analysis.
- Sunday A-Train Replacement, 8 a.m. – 6 p.m.

The following bus routes are designated for immediate removal as part of Phase I base service:

- Denton Routes 1, 2, 4, and 6<sup>1</sup>
- Highland Village Connect Shuttle
- Lewisville Routes 21 and 22

Additionally, Denton Routes 3 and 7 will be monitored for the first six months of GoZone service, with potential consideration for removal. Because a Title VI analysis must be performed no more than six months before implementation of service, a supplemental analysis should be performed before discontinuing Routes 3 and 7 if the service change is expected to last more than 12 months.

The following on-demand zones are also designated for immediate removal as part of Phase I:

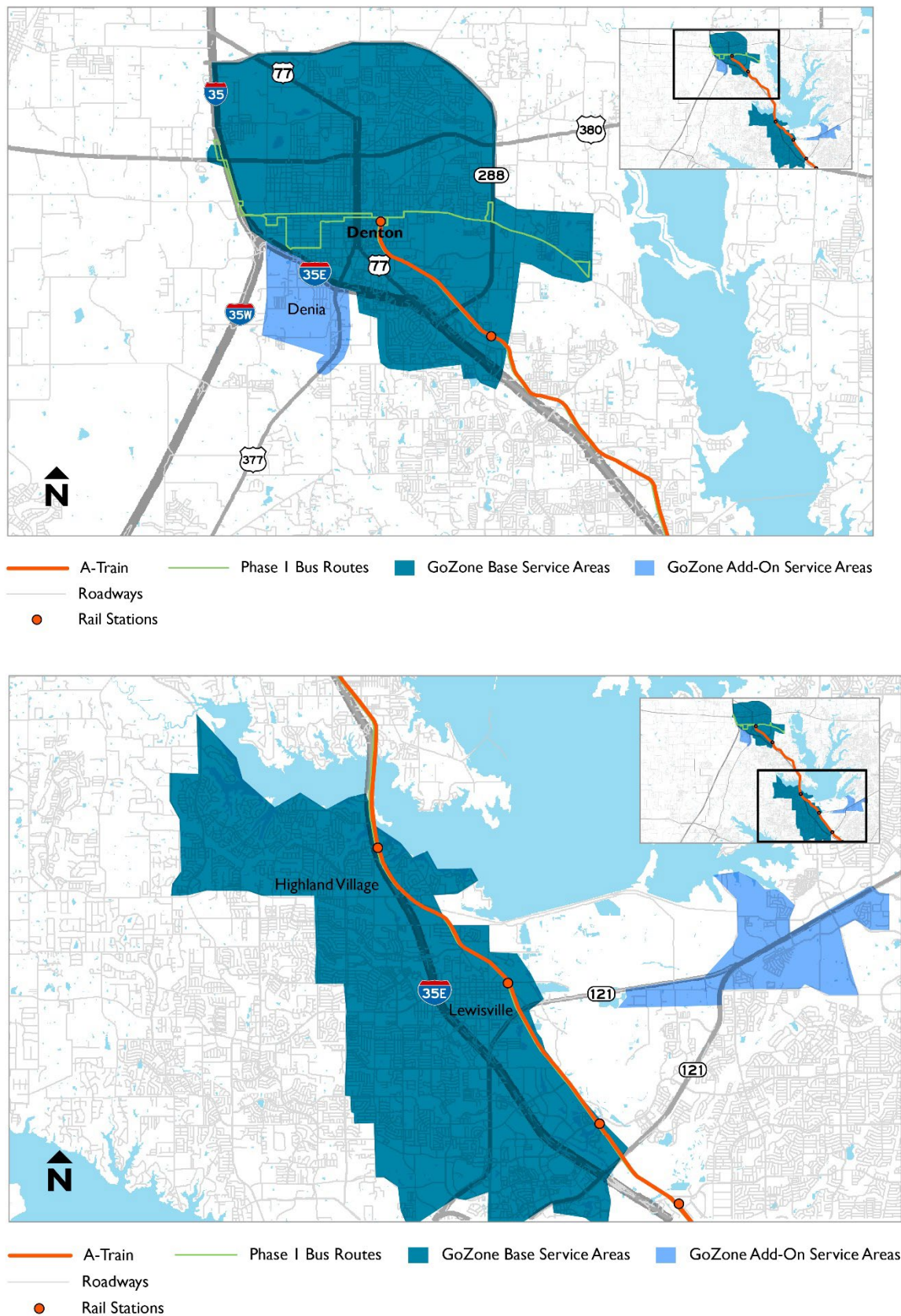
- Lewisville Lakeway Zone
- Highland Village Lyft Zone
- Denton Evening On-Demand Zone
- Lewisville to Flower Mound Lyft Zone

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<sup>1</sup> As noted previously, Routes 5 and 8 have not been in operation since pre-COVID; however, as they were removed without a separate Title VI analysis being performed, they are considered part of the initial fixed-route network for this analysis.



Figure 3. Phase I DCTA GoZone Service





## 2. PEER REVIEW

As the current FTA guidance for Title VI analysis outlined in FTA Circular C 4702.1B, dated 2012, does not specifically cover transitions from fixed-route to on-demand service, the study team conducted a peer review of other agencies that have recently added on-demand service, either as a replacement for existing fixed-route service, a supplement to existing fixed-route service, or as a new service to an area that did not previously have transit service. Table 2 summarizes those agencies that were identified.

**Table 2. Peer Agency Discussion Summary**

Agency	Location	Change to Service
Green Mountain Transit	Montpelier, VT	Replaced rural fixed-route service with demand-response service.
Maryland Department of Transportation – Maryland Transit Authority	Baltimore, MD	Considered replacing part of a suburban fixed-route service with demand-response service. This pilot project is on hold indefinitely due to COVID-19.
King County Metro	Seattle, WA	Added demand-response service to provide first-/last-mile connections from light rail stations to their surrounding neighborhoods. Did not replace fixed-route service.

Reviews of publicly available documents indicated that none of these agencies was required to perform a Title VI analysis of their service, nor did the study team find an example of an agency converting fixed-route service to demand-responsive service to the degree proposed by DCTA. To confirm this initial assessment and develop a better understanding of how other agencies are approaching on-demand service, the study team followed up with each of the agencies listed above.

These interviews confirmed that none of these agencies were required to perform a Title VI analysis for a demand-response service pilot, and only AC Transit in Oakland chose to perform such an analysis.<sup>2</sup> Summaries of these interviews were provided to DCTA. The study team also reached out to the Civil Rights Officer for FTA Region 6 and confirmed that no existing guidance has been issued by FTA regarding Title VI analysis of on-demand services.

Similar to DCTA's approach to customer and public engagement, King County Metro found that the best way to reach potential riders of demand-response service is through trusted community-based organizations. These organizations helped the agency identify effective methods for engaging with the groups that they serve, including disadvantaged youth and riders with disabilities. Trusted community partnerships led to an expansion of the service area to an area that was not part of the original service plan, but this expansion is where the program ultimately saw the highest ridership.

Documents provided by peer agencies and interview summaries were provided to DCTA.

## 3. METHODOLOGY

Having confirmed that there are no existing best practices for Title VI analysis of on-demand services, the team developed the methodology described below, recognizing that this methodology may need to change in the future in response to future guidance from FTA. This methodology is also relying on assumptions provided to the study team regarding the GoZone proposal; these assumptions may need to be revisited once the service is in place and data is available from GoZone operations. This section discusses existing DCTA Title VI Policy, definitions, and the analysis approach.

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<sup>2</sup> Discovered through the interview with MDOT MTA.

## 3.1 DCTA TITLE VI POLICY

The DCTA Title VI Policy establishes what qualifies as a major service change, what parameters are used to perform a Title VI Analysis, and what potential mitigation strategies or exceptions exist<sup>3</sup>.

According to DCTA, a major service change is a change that results in one or more of the following conditions:

- i. The establishment or elimination of a fixed bus route.
- ii. A substantial geographical alteration on a given route of more than 25 percent of its revenue miles.
- iii. A modification which causes a change in the number of daily revenue hours provided that is equivalent to a 25 percent or greater increase or decrease of the original daily hours provided.

The Proposed GoZone Network replaces fixed bus routes with demand-response services, and therefore qualifies as a major service change.

### DISPARATE IMPACT

DCTA establishes that a fare change, major service change, or other policy has a disparate impact if racial minority populations will experience five (5) percent more of the cumulative burden, or experience five (5) percent less of the cumulative benefit, relative to the non-minority populations. To avoid, minimize, or mitigate disparate impacts, DCTA will develop and assess alternatives and/or modifications to proposed changes that will result in adverse impacts. DCTA will implement alternatives or modifications to proposed changes to address adverse impacts unless:

- i. There is substantial legitimate justification for the change, and
- ii. No other alternatives exist that would serve the same legitimate objectives but with less disproportionate effects on the basis of race, color or national origin.

### FARE CHANGE POLICY

A fare equity analysis will be conducted whenever the Authority implements a fare change, regardless of the amount of increase or decrease, except for those changes identified as exceptions in FTA Circular 4702.1B. A fare change is defined as an increase or decrease in fares:

- i. On the entire system,
- ii. On certain transit modes, or
- iii. By fare payment type or fare media.

### DISPROPORTIONATE BURDEN

DCTA establishes that a fare change, major service change, or other policy has a disproportionate burden if low-income populations will experience five (5) percent more of the cumulative burden, or experience five (5) percent less of the cumulative benefit, relative to non-low-income populations unless the disproportionate effects are mitigated. Populations are considered low-income if they are at or below 125% of the federal poverty level.

### EXISTING THRESHOLDS

DCTA sets a 5% limit on disparate impact on minority and disproportionate burden on low-income populations. In practice, this means that service reductions for minority and low-income populations must

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<sup>3</sup>[https://www.dcta.net/sites/default/files/documents/Title%20VI/Title%20VI%20Program%202019\\_0.pdf](https://www.dcta.net/sites/default/files/documents/Title%20VI/Title%20VI%20Program%202019_0.pdf)

be no more than 5% greater than their respective shares of the population, and furthermore that the proportion of service increases for minority and low-income populations should be at least 5% less than their shares of the population. In Denton County, 41% of the population is a race/ethnicity other than white and/or Hispanic/Latino and 8% of the population has an income at or below 125% of the federal poverty level.<sup>4</sup> Thus, the service equity analysis must verify that no more than 46% of service reductions (i.e., 5 percentage points greater than 41%) should impact minority residents and that at least 36% of service increases (i.e., 5 percentage points less than 41%) should be accessible to minority residents. The analysis must also verify that no more than 13% of service reductions (i.e., 5 percentage points greater than 8%) should impact low-income residents and that at least 3% of service increases (i.e., 5 percentage points less than 8%) should be accessible to low-income residents.

DCTA does not set thresholds for Limited English Proficiency populations; therefore, impacts to these communities will be assessed quantitatively but with no set thresholds for impact/burden. People who speak English less than “very well” comprise 8% of Denton County’s population.

## 3.2 DEFINITIONS AND ANALYSIS

To assess service increases and reductions to minority and low-income communities, this analysis uses a “Person-Trips” methodology. Person-Trips are calculated at the 2010 Census Block Group boundaries and ACS 2019 5-Year Counts estimates by multiplying the total number of bus trips that pass through a Census Block Group by the number of people who can access these trips. For fixed-route services, the number of people who can access a bus line is determined by multiplying the population density of the Census Block Group by the total area inside the Block Group that is within ¼ mile of any bus stop on the line. For example, if buses serve a stop 10 times per day, every day of the year (365 days) and there are 10 people living within ¼ mile of that bus stop, this equates to 36,500 annual person-trips (10 x 365 x 10).

Via estimates wait time at 11-to-14-minutes on average and has proposed that additional vehicles will be added to the GoZone fleet as demand increases, maintaining this 11-to-14-minute wait time. For demand-response services, the number of trips is calculated by converting the expected wait time of 11-to-14-minutes to an equivalent fixed-route headway of 12.5 minutes, on average, for all residents of the service area. The number of people who can access the service is determined by multiplying the population density of the Census Block Group by the total area within the demand-response service boundary – in other words, this analysis assumes that all residents have equal access to GoZone trips across the service areas, and that trips will be distributed evenly throughout the service geography. For each relevant population and each relevant service, person-trips are calculated for each service and all Block Groups within the service area, and then summed. Figure 4 shows an example of access, where the yellow highlighted areas are those within ¼ mile of a fixed-route bus stop and the green GoZone are those with access to demand-response service.

These values are then multiplied by the number of transit trips per year. For fixed-route services, the annual number of vehicle trips is determined by the route schedules. For demand-response services, the annual number of vehicle trips is determined using the Via Simulation Results for Year One, assuming the average number of passengers per vehicle hour, number of vans, and service hours.<sup>5</sup>

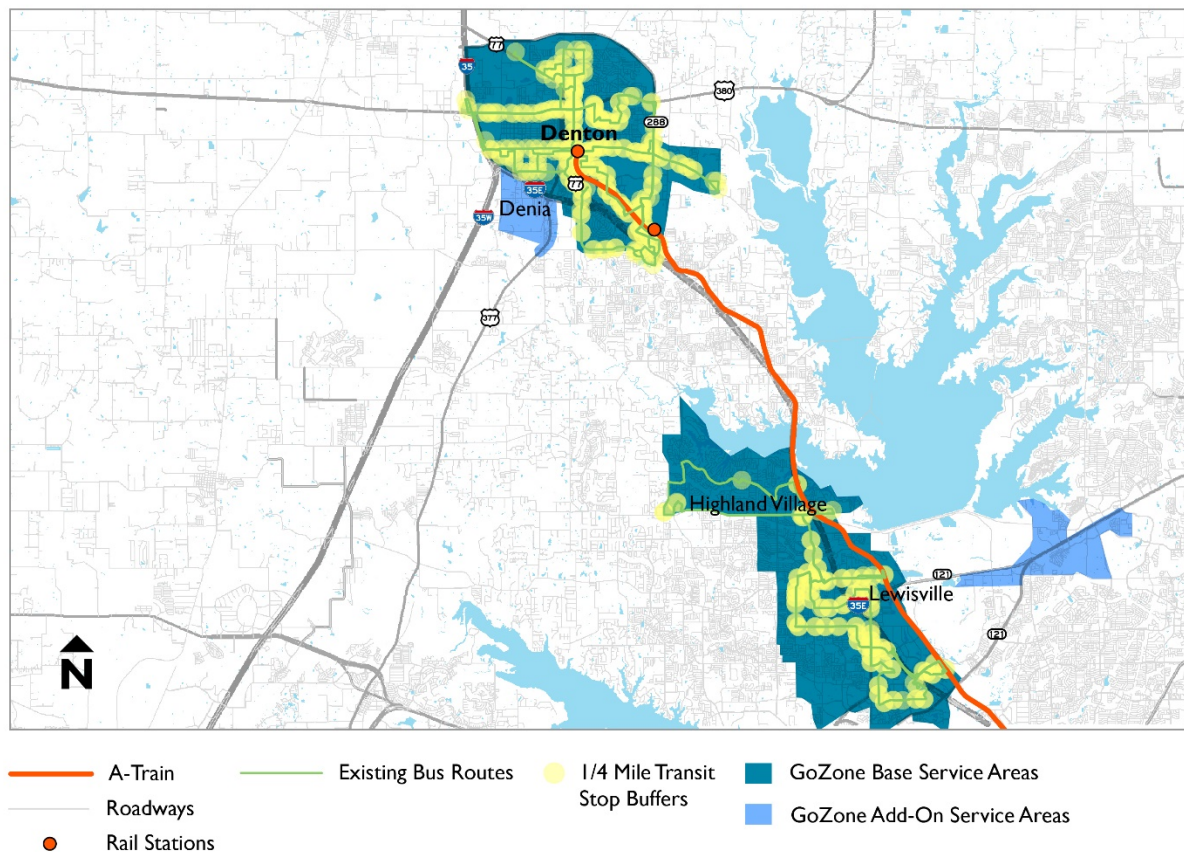
See Figure 5 and Figure 6 for a graphical illustration of these calculations.

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<sup>4</sup> American Community Survey, 2019 5-Year Counts

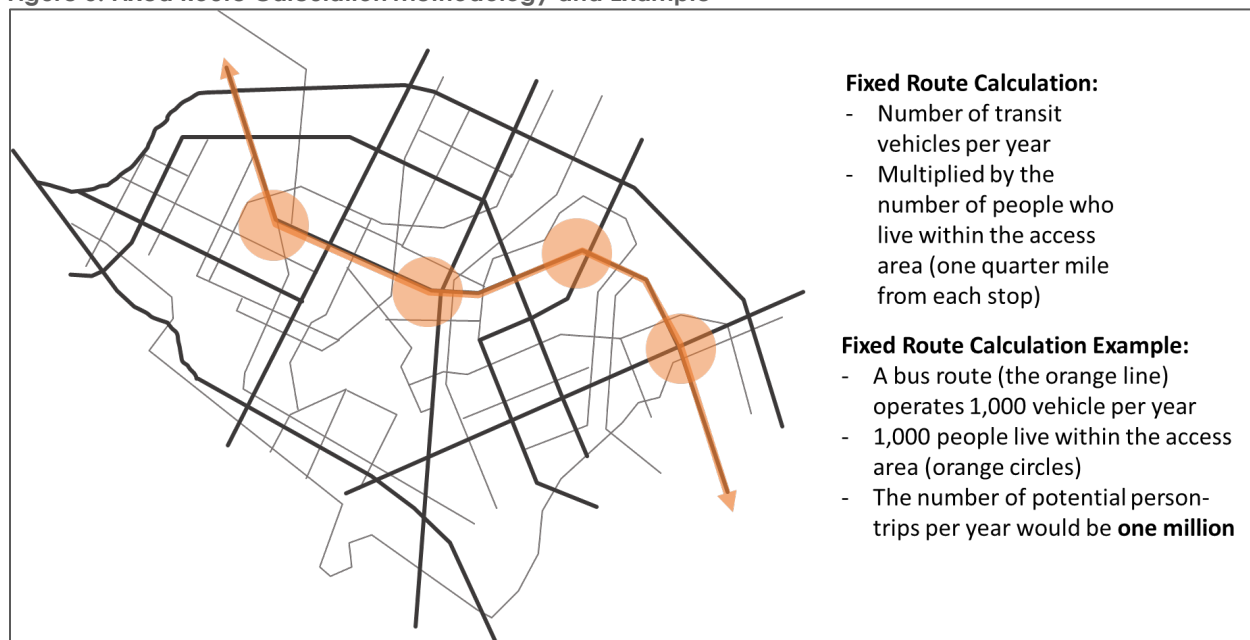
<sup>5</sup> <https://dctafeedback.net/gozone/home>; Accessed July 8, 2021

**Figure 4. Depiction of Access to Transit Service**

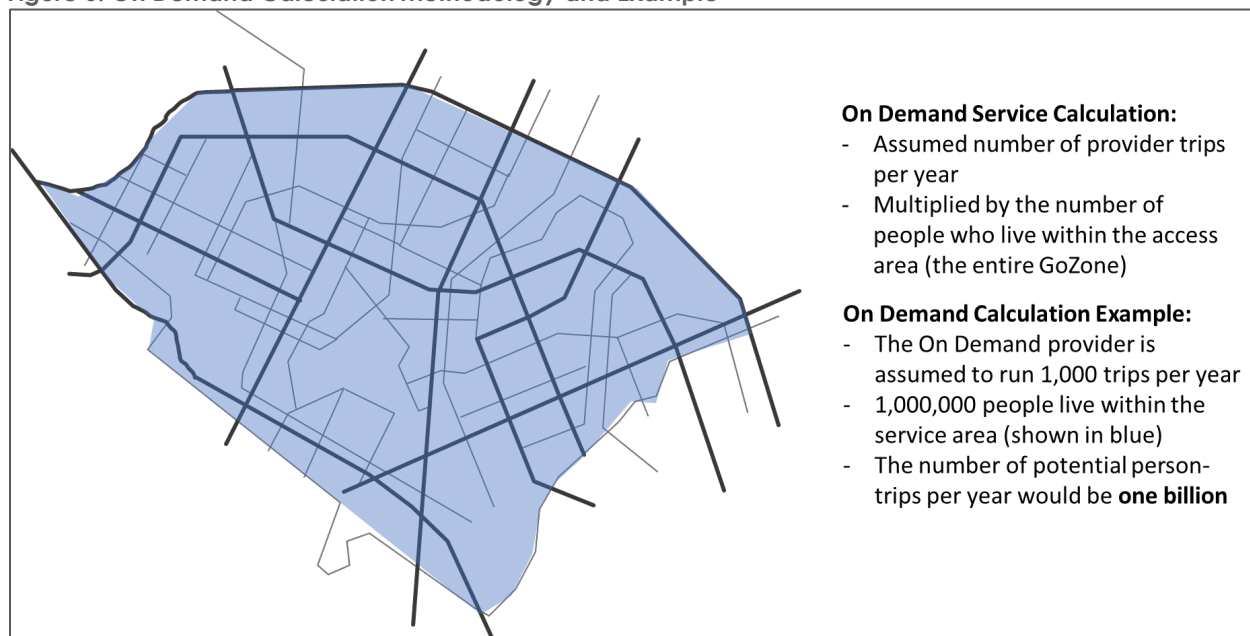


For example – Via Simulation Results indicate GoZone Base would serve 3.8 rides per vehicle hour on average, or 3.8 “vehicle trips” per hour (only one passenger served at a time). Operating hours are Monday through Thursday, 5 AM to 10 PM, Friday 5 AM to 11 PM and Saturday 8 AM to 8 PM. We assume each year has 51 of each day of the week, per year. This would equate to 4,998 annual operating hours available to each individual. At 3.8 vehicle trips per hour, this is 18,992 trips per year for the GoZones in its first year. With a population of 187,890 among the initial zones, the general population annual person-trips would be 3,568,482,036.

**Figure 5. Fixed Route Calculation Methodology and Example**



**Figure 6. On Demand Calculation Methodology and Example**



This analysis calculates person-trips for the following groups under the Existing Network and with the Proposed Network.

- Person-Trips for non-white and/or Hispanic/Latino residents (Minority)
- Person-Trips for residents with incomes below the poverty line (Low-Income)
- Person-Trips for residents with limited English proficiency (LEP)
- Person-Trips for all residents

These values allow for the calculation of the proportion of total service increases or reductions experienced by minority and low-income and then these proportions will be compared to the thresholds identified above to determine compliance.



The analysis was performed in two steps. First, the impacts of removing fixed-route service are evaluated independently. Then the estimated person-trips from GoZone service are estimated and added and the net result is evaluated. This analysis was performed for both the base Phase I GoZone service, as well as a base service with those Phase I add-ons listed in Section 1.2 of this memo.

## 4. RESULTS

The results of the Title VI analysis excluding the add-on service areas are summarized in Table 3 -- the Limited English Proficiency analysis is summarized in Table 4. Title VI results that include the add-on service areas are summarized in Table 5 -- the Limited English Proficiency analysis with add-ons is summarized in Table 6. The net changes in person-trips are summarized at the Census Block Group-level for GoZone Phase I base service in Figure 7. The net changes in person-trips are summarized at the Census Block Group-level for GoZone Phase I base service with add-ons in Figure 8.

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*The net change in service with the addition of GoZone is estimated to not have a disparate impact or disproportionate burden, with or without the implementation of add-on service zones.*

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As discussed above, this analysis assumes the following of GoZone service:

- GoZone is expected to serve an average of 3.8 person-trips per vehicle-hour<sup>6</sup>. For comparison, DCTA's existing bus service provided an average of 17 person-trips per vehicle-hour in 2019.<sup>7</sup>
- Via proposes to maintain 11-to-14-minute wait times by adding vehicles to the fleet during times of peak demand.
- The 11-to-14-minute wait time is the rider-equivalent of a 12.5-minute fixed-route transit service.
- Residents across the GoZone service areas will have equal access to service. Factors that could prevent equal access include, but are not limited to:
  - Disparities in knowledge about how to access GoZone service
  - Disparities based on the ease of use of cash payment and phone call-based reservation systems compared to the use of credit cards and mobile apps, respectively.
  - Unintentional geographic discrimination in the algorithm used to match riders to trips

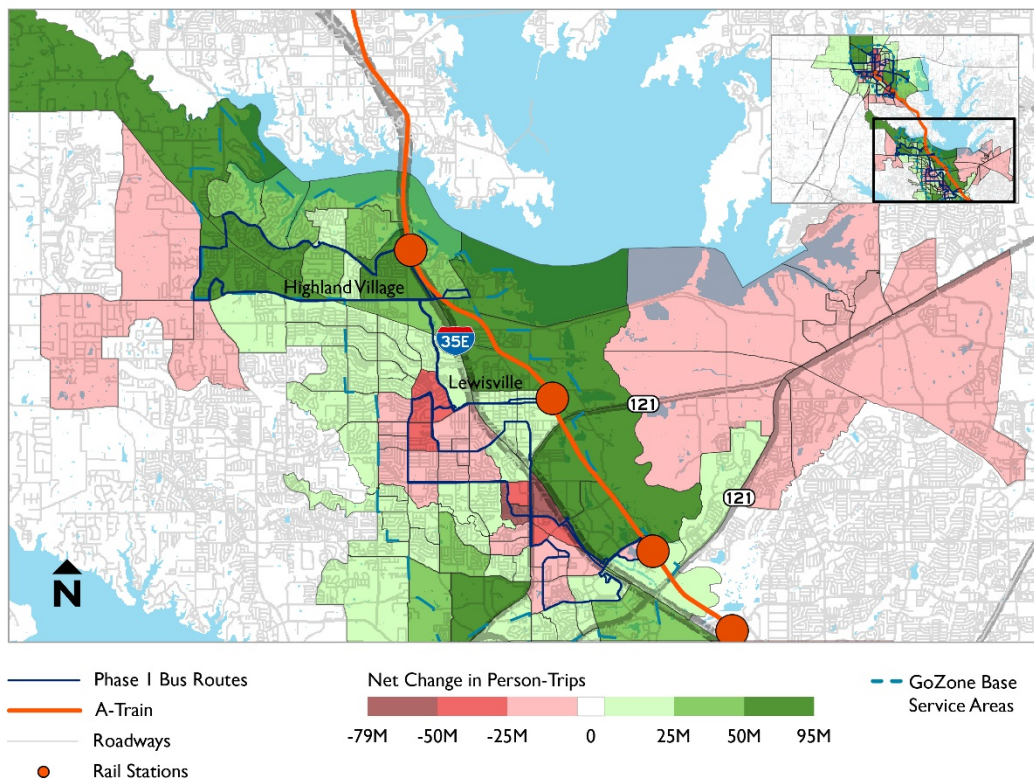
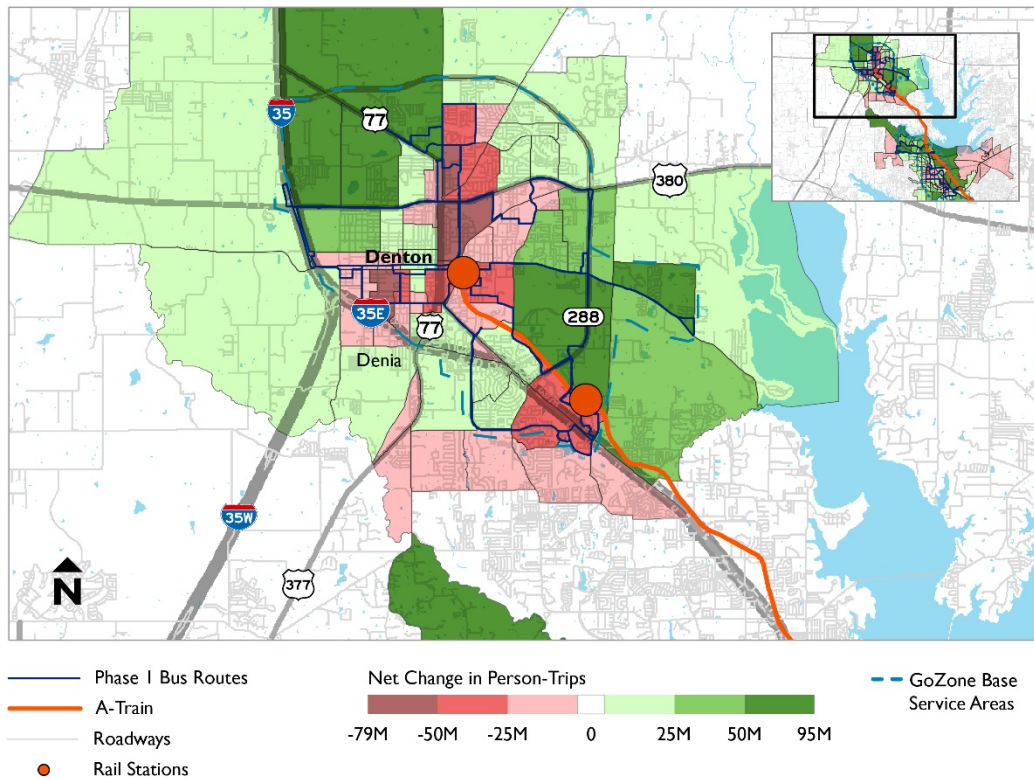
Figure 9 through Figure 14 depict the existing fixed-route transit system, ¼ mile bus stop buffers, and Title VI populations within Denton and Lewisville. As shown, higher concentrations of Title VI populations live near existing fixed-route service, hence higher impacts to these populations with the removal of fixed-route service. However, implementation of the GoZones can still provide service to these populations, as well as expand service for those not within ¼ mile of bus stops, as in east Denton and south Lewisville.

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<sup>6</sup> <https://dctafeedback.net/gozone/home>; Accessed July 8, 2021

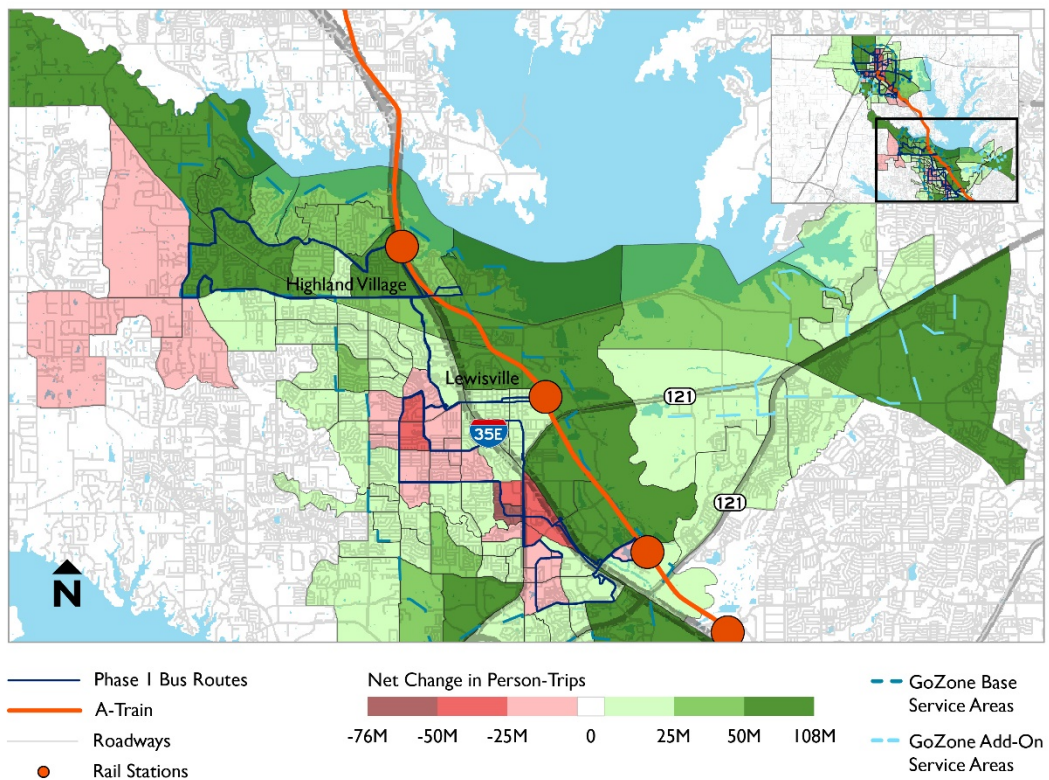
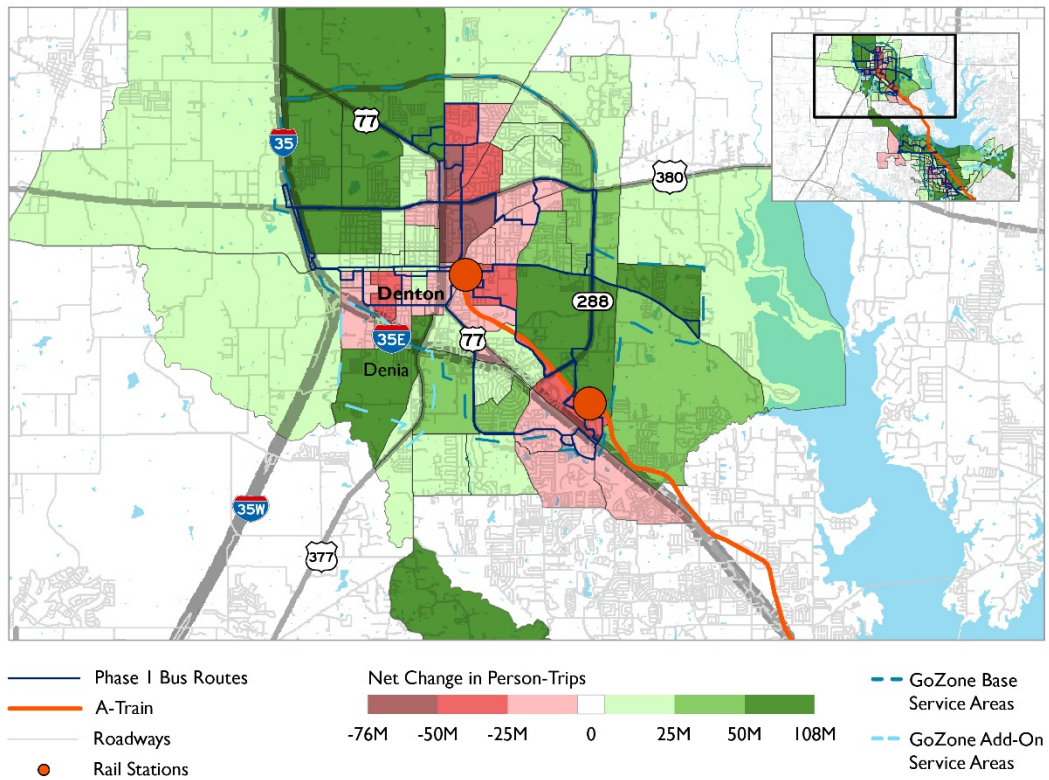
<sup>7</sup> Federal Transit Administration National Transit Database.

Figure 7. Net Changes in Person-Trips by Census Block Group – GoZone Phase I Base Service





**Figure 8. Net Changes in Person-Trips by Census Block Group – GoZone Phase I Base Service with Add-Ons**



**Table 3. Title VI Analysis Results – Phase I Base Service<sup>8</sup>**

	Entire Population	Low-Income Population	Minority Population	Low-Income Population Percent Impact	Minority Population Percent Impact	Low-Income Impacts Within Acceptable Range?	Minority Impacts Within Acceptable Range?
Existing Service Annual Person-Trips	1,814,779,200	430,144,600	1,011,819,000	-	-	-	-
Change in Annual Person-Trips with Removal of Fixed-Route Service	-1,524,006,800	-343,503,600	-855,897,500	22.5% (Burden)	56.2% (Burden)	No	No
Annual Person-Trips <b>with</b> Remaining Fixed-Route Service ONLY	290,772,400	86,641,000	155,921,500	-	-	-	-
Estimated GoZone Service Annual Person-Trips	3,553,617,500	587,522,300	1,737,166,500	16.5% (Benefit)	48.9% (Benefit)	-	-
Estimated Annual Person Trips <b>with</b> GoZone and Remaining Fixed-Route Service	3,844,389,900	674,163,300	1,893,088,000	-	-	-	-
<b>Estimated Net Change in Annual Person-Trips</b>	<b>2,029,610,700</b>	<b>244,018,700</b>	<b>881,269,000</b>	<b>12.0% (Benefit)</b>	<b>43.4% (Benefit)</b>	<b>Yes</b>	<b>Yes</b>

**Table 4. Limited English Proficiency (LEP) Analysis Results – Phase I Base Service<sup>9</sup>**

	Entire Population	LEP Population	LEP Population Percent Impact
Existing Service Annual Person-Trips	1,814,779,200	231,065,300	-
Change in Annual Person-Trips with Removal of Fixed-Route Service	-1,524,006,800	-200,881,900	13.2% (Burden)
Annual Person-Trips <b>with</b> Remaining Fixed-Route Service ONLY	290,772,400	30,183,400	-
Estimated GoZone Service Annual Person-Trips	3,553,617,500	346,264,500	9.7% (Benefit)
Estimated Annual Person Trips <b>with</b> GoZone and Remaining Fixed-Route Service	3,844,389,900	376,447,900	-
<b>Estimated Net Change in Annual Person-Trips</b>	<b>2,029,610,700</b>	<b>145,382,600</b>	<b>7.2% (Benefit)</b>

<sup>8</sup> Person-Trips are rounded to the nearest 100

<sup>9</sup> Person-Trips are rounded to the nearest 100

**Table 5. Title VI Analysis Results – Phase I Base + Add-On Service<sup>10</sup>**

	Entire Population	Low-Income Population	Minority Population	Low-Income Population Percent Impact	Minority Population Percent Impact	Low-Income Impacts Within Acceptable Range?	Minority Impacts Within Acceptable Range?
Existing Service Annual Person-Trips	1,814,779,200	430,144,600	1,011,819,000	-	-	-	-
Change in Annual Person-Trips with Removal of Fixed-Route Service	-1,524,006,800	-343,503,600	-855,897,500	22.5% (Burden)	56.2% (Burden)	No	No
Annual Person-Trips <b>with</b> Remaining Fixed-Route Service ONLY	290,772,400	86,641,000	155,921,500	-	-	-	-
Estimated GoZone Service Annual Person-Trips	4,311,087,700	710,081,400	2,130,201,400	16.5% (Benefit)	49.4% (Benefit)	-	-
Estimated Annual Person Trips <b>with</b> GoZone and Remaining Fixed-Route Service	4,601,860,100	796,722,400	2,286,122,900	-	-	-	-
<b>Estimated Net Change in Annual Person-Trips</b>	<b>2,787,080,900</b>	<b>366,577,800</b>	<b>1,274,303,900</b>	<b>13.2% (Benefit)</b>	<b>45.7% (Benefit)</b>	<b>Yes</b>	<b>Yes</b>

**Table 6. Limited English Proficiency (LEP) Analysis Results – Phase I Base + Add-On Service<sup>11</sup>**

	Entire Population	LEP Population	LEP Population Percent Impact
Existing Service Annual Person-Trips	1,814,779,200	231,065,300	-
Change in Annual Person-Trips with Removal of Fixed-Route Service	-1,524,006,800	-200,881,900	13.2% (Burden)
Annual Person-Trips <b>with</b> Remaining Fixed-Route Service ONLY	290,772,400	30,183,400	-
Estimated GoZone Service Annual Person-Trips	4,311,087,700	413,105,600	9.6% (Benefit)
Estimated Annual Person Trips <b>with</b> GoZone and Remaining Fixed-Route Service	4,601,860,100	443,289,000	-
<b>Estimated Net Change in Annual Person-Trips</b>	<b>2,787,080,900</b>	<b>212,223,700</b>	<b>7.6% (Benefit)</b>

<sup>10</sup> Person-Trips are rounded to the nearest 100

<sup>11</sup> Person-Trips are rounded to the nearest 100

## 5. RECOMMENDATIONS

The study team developed its analysis based on projected levels of ridership and service outlined in the GoZone proposal. Once data from the initial Phase I deployment is available, it would be appropriate to revisit this analysis and use observed data regarding ridership, virtual stop locations, and hours of revenue service to determine whether the methodology used in this study should be further refined.

In a Title VI analysis for fixed-route transit, the proposed changes represent a commitment from an agency to provide prescribed service. Should the actual service implemented deviate from the assumptions outlined above, it is possible that there may be additional negative impacts to low-income, minority, and/or LEP communities. It is strongly recommended that the assumptions above be confirmed in finalizing the details of the GoZone implementation, and that operations be monitored to ensure consistency with the findings in this analysis. DCTA should also consider requiring any contractors providing on-demand services to provide reporting on trips by Census Block Group to ensure equitable service and compliance with Title VI. Data should be verified by a third party wherever possible. Finally, DCTA should seek demographic information of riders to ensure that service is as equitable as predicted. This should be done through voluntary intercept surveys. Regular surveys are already done as part of DCTA's routine efforts toward improvement.

GoZone service will have a promotional fare for the first six months of service. The long-term fare policy for GoZone service has not yet been finalized. A final fare policy will be presented to the DCTA board in March 2022. The fare policy will require separate analysis for Title VI compliance.

As FTA has yet to establish guidelines for performing Title VI analyses on on-demand services, it would be appropriate to share this initial analysis with FTA for their feedback.



Figure 9. Populations with Low-Income in Denton

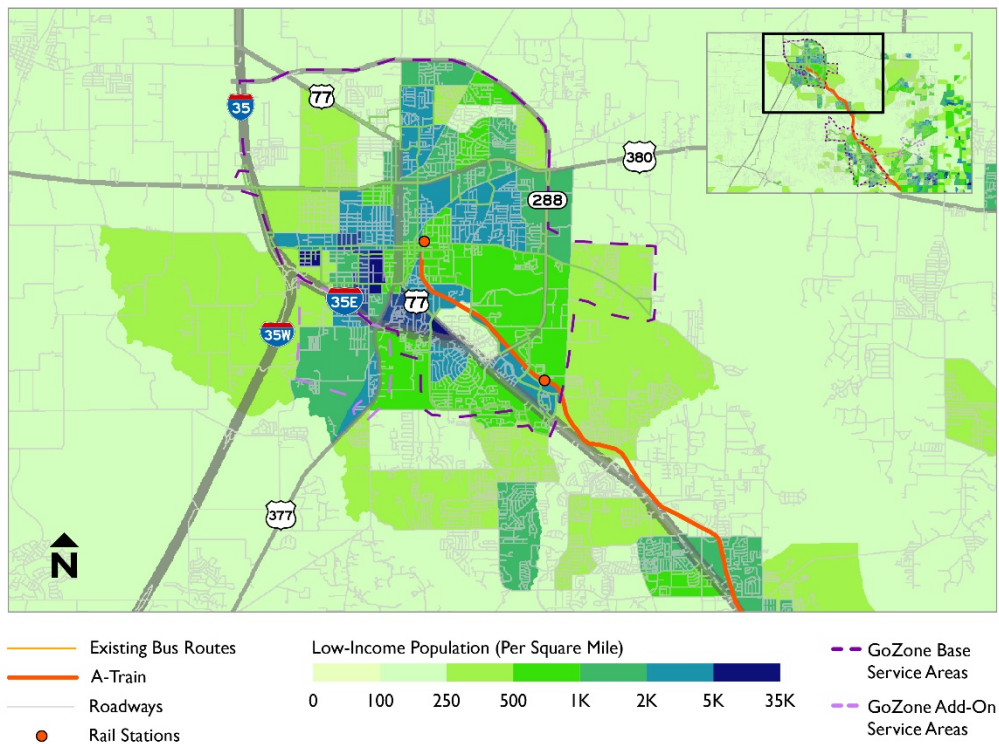


Figure 10. Minority Populations in Denton

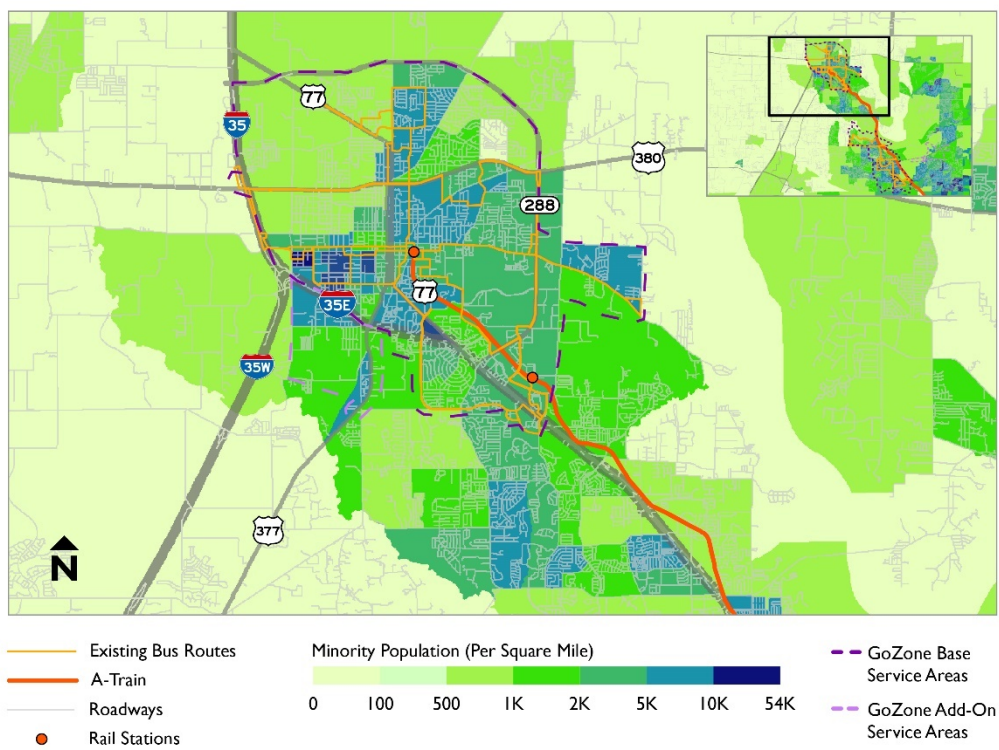


Figure 11. Populations with Limited English Proficiency in Denton

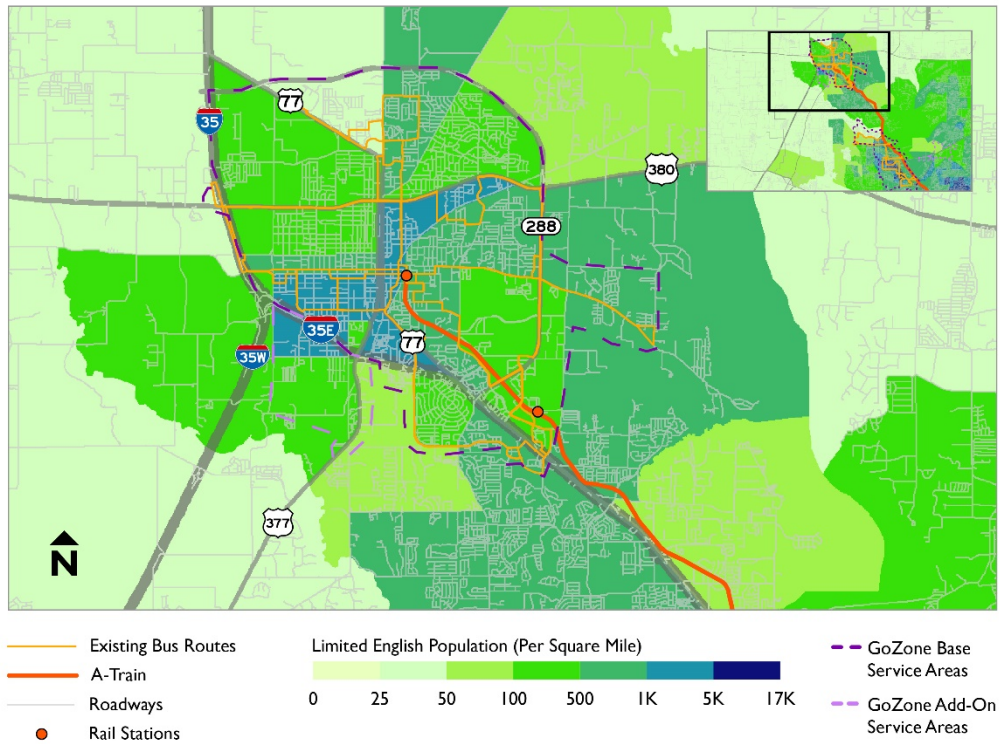




Figure 12. Populations with Low-Income in Lewisville

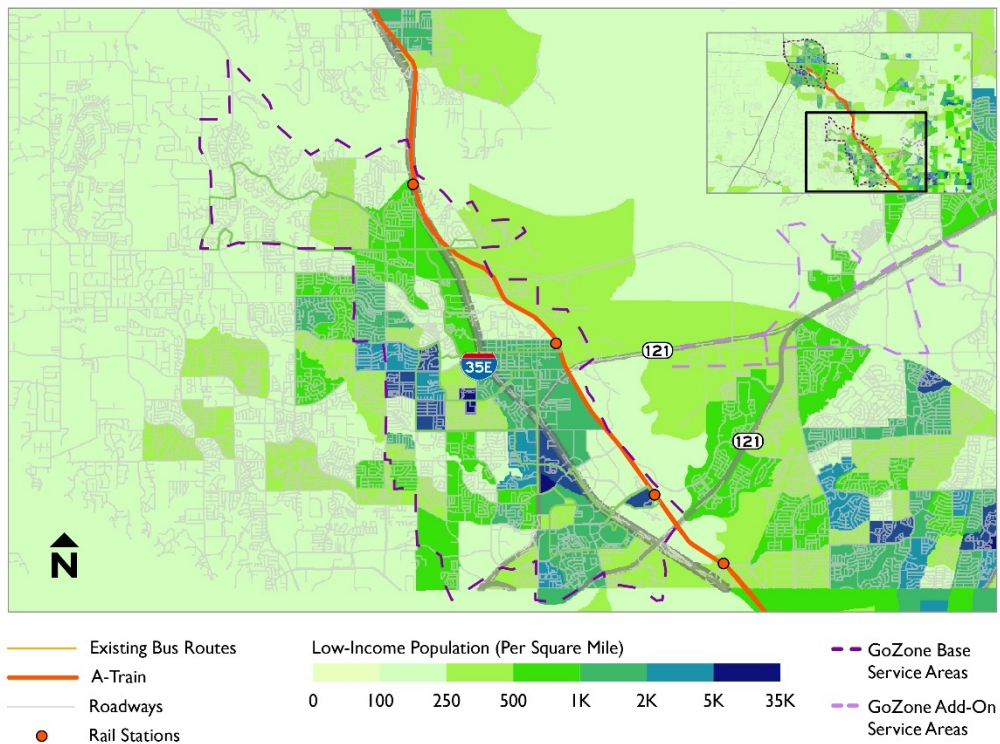


Figure 13. Minority Populations in Lewisville

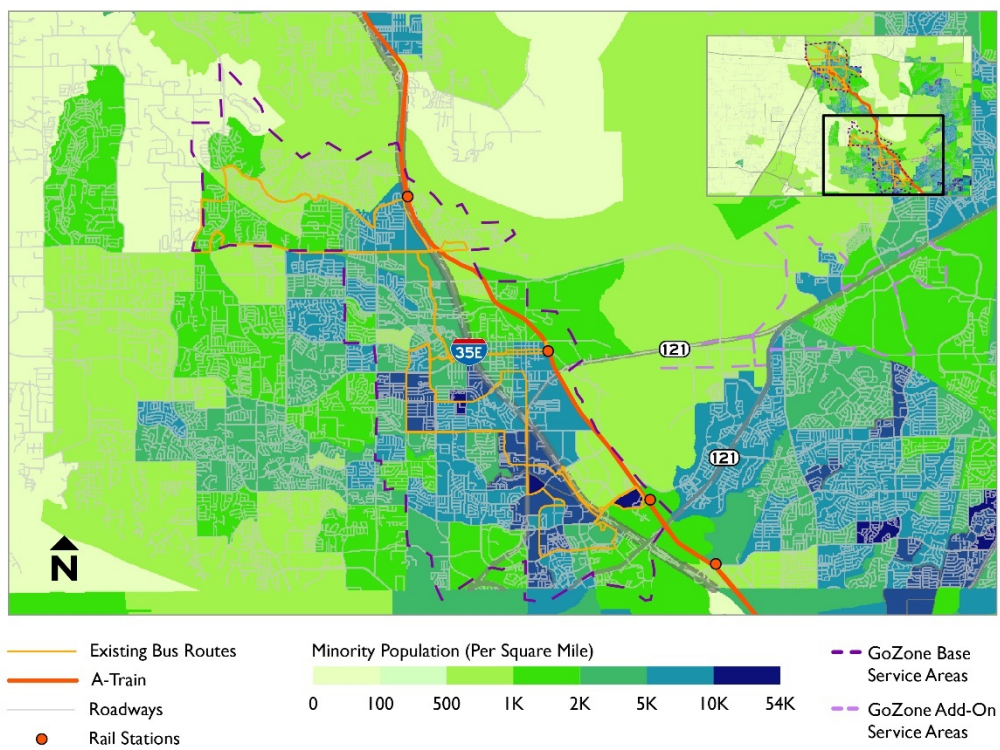
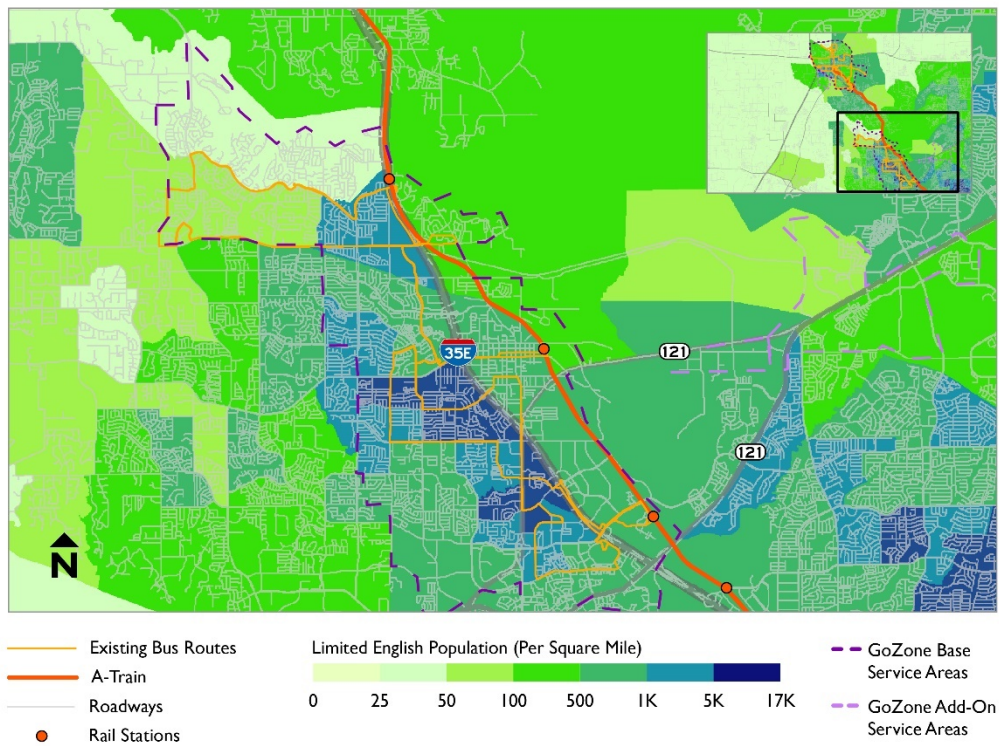


Figure 14. Populations with Limited English Proficiency in Lewisville



## **Fall 2020 Service Changes**



# ONLINE OPEN HOUSE MEETING

Presentation and Video Online: June 15 – June 26, 2020  
Available at [RideDCTA.net](https://RideDCTA.net)



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- Contact Information

# DCTA'S COVID-19 RESPONSE





# DCTA'S COVID-19 RESPONSE

- DCTA is closely monitoring what is happening with the [novel coronavirus \(COVID-19\)](#)
- At DCTA, our top priorities are keeping our passengers and employees healthy and ensure a safe commute for our riders
- DCTA has continued to operate as an essential business during COVID-19
- Due to the current COVID-19 risks, DCTA has increased precautions to protect our passengers and staff and have dedicated a webpage to communicate actions and updates with riders
- Information on the dedicated webpage includes, but is not limited to:
  - Efforts to keep passengers and staff safe
  - DCTA service updates related to COVID-19
  - Appreciation video dedicated to frontline workers
  - COVID-19 facts and resources
  - How to protect yourself and prevent the spread of illness
  - Downloadable resources
  - FAQs
- To view DCTA's dedicated webpage, visit <https://www.dcta.net/media-center/news/2020/denton-county-transportation-authority-coronavirus-covid-19-update>

# PROPOSED SERVICE CHANGE MODIFICATION OVERVIEW



# PROPOSED SERVICE CHANGE MODIFICATION OVERVIEW



- Due to COVID-19, stay-at-home orders and state-wide disaster declarations, DCTA experienced ridership declines across the system.
- Due to existing ridership declines and the impacts of projected ridership growth as businesses reopen, DCTA is proposing system-wide service modifications.
- On March 23, 2020, DCTA implemented temporary system-wide service modifications due to the impacts of COVID-19
- On May 11, 2020, DCTA implemented additional temporary system-wide service modifications due to the continued impacts of COVID-19
- On August 24, 2020, DCTA is proposing the permanent adoption of the system-wide service modifications made in March and May

# PROPOSED CONNECT BUS SERVICE MODIFICATIONS



# PROPOSED CONNECT BUS SERVICE MODIFICATIONS

The table below showcases the individual Connect service modifications that were made in both March and April, as well as the proposed modifications slated for August

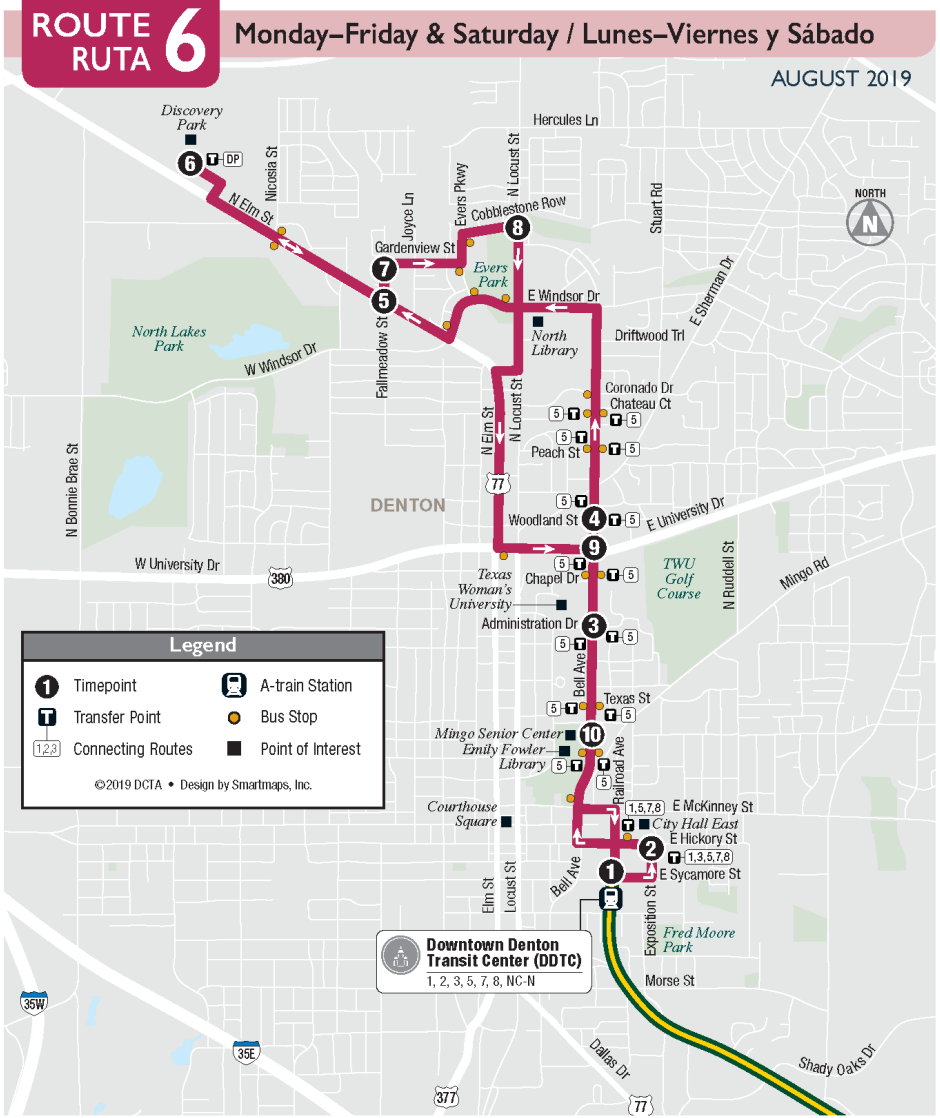
Service	March 23 Changes	May 11 Changes	August 24 Changes
<b>Route 1</b>	<ul style="list-style-type: none"> <li>• Saturday schedule with 60-minute frequency</li> <li>• Additional morning run</li> </ul>	Continued	Continued
<b>Route 2</b>	<ul style="list-style-type: none"> <li>• Saturday schedule with 60-minute frequency</li> <li>• Additional morning run</li> </ul>	Continued	Continued
<b>Route 3</b>	<ul style="list-style-type: none"> <li>• Saturday schedule with 60-minute frequency</li> <li>• Additional morning run</li> </ul>	Continued	Continued
<b>Route 4</b>	<ul style="list-style-type: none"> <li>• Saturday schedule with 60-minute frequency</li> <li>• Additional morning run</li> </ul>	Continued	Continued
<b>Route 5</b>	<ul style="list-style-type: none"> <li>• Saturday schedule with 60-minute frequency</li> <li>• Additional morning run</li> </ul>	Suspended Service	Removal of Route
<b>Route 6</b>	<ul style="list-style-type: none"> <li>• Saturday schedule with 60-minute frequency</li> <li>• Additional morning run</li> </ul>	Continued	Continued
<b>Route 7</b>	<ul style="list-style-type: none"> <li>• Saturday schedule with 60-minute frequency</li> <li>• Additional morning run</li> </ul>	Continued	Continued
<b>Route 8</b>	<ul style="list-style-type: none"> <li>• Saturday schedule with 60-minute frequency</li> <li>• Additional morning run</li> </ul>	Suspended Service	Removal of Route
<b>Route 21</b>	<ul style="list-style-type: none"> <li>• Saturday schedule with 60-minute frequency</li> <li>• Additional morning run</li> </ul>	Continued	Continued
<b>Route 22</b>	<ul style="list-style-type: none"> <li>• Saturday schedule with 60-minute frequency</li> <li>• Additional morning run</li> </ul>	Continued	Continued
<b>Highland Village Connect Shuttle</b>	<ul style="list-style-type: none"> <li>• Discontinued of service</li> </ul>	N/A	N/A



# PROPOSED CONNECT BUS SERVICE MODIFICATIONS



Passengers who previously utilized Denton Connect Route 5 can utilize Denton Connect Route 6 to get to the majority of destinations.





**ROUTE RUTA 8**  
**Monday-Friday & Saturday / Lunes-Viernes y Sábado**  
**AUGUST 2019**

**DENTON**

**Downtown Denton Transit Center (DDTC)**  
 1, 2, 3, 5, 6, 7, NC-N

**Legend**

- 1** Timepoint
- 2** Bus Stop
- T** Transfer Point
- 1,2,3** Connecting Routes
- A** A-train Station
- Point of Interest
- H** Hospital
- P** Park & Ride Lot

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# PROPOSED A-TRAIN SERVICE MODIFICATIONS



# PROPOSED A-TRAIN SERVICE MODIFICATIONS

- A-train service will be provided hourly Monday through Friday from 6 a.m. to 9 p.m.
- Saturday service will remain the same





# PROPOSED ON-DEMAND SERVICE MODIFICATIONS



# PROPOSED ON-DEMAND SERVICE MODIFICATIONS

- Due to Connect bus service modifications, Connect bus service ends prior to A-train service
- To address last-mile connections during that time, DCTA implemented an on-demand service from four A-train stations
- On May 11, 2020, DCTA maintained the on-demand service at both the Hebron Station and the DDTC Station due to prior ridership trends
- On August 24, 2020, DCTA is recommending maintaining the on-demand service at the DDTC Station and utilizing the existing Lewisville Lakeway on-demand service for trips out of the Hebron Station

March 23 Changes	May 11 Changes	August 24 Changes
Hebron Station	Continued	Discontinued (Lewisville Lakeway Zone meets the needs)
Old Town Station	Discontinued	N/A
MedPark Station	Discontinued	N/A
DDTC Station	Continued	Made Permanent

NOTE: On-demand service was never added to the Highland Village/Lewisville Lake Station due to existing service through the Highland Village Lyft Program that met the last-mile needs of riders

# PROPOSED UNT SERVICE MODIFICATIONS





# PROPOSED UNT SERVICE MODIFICATIONS – FALL/SPRING ROUTES



- **{NEW} Parking Express (PE)** →

- Will operate two (2) buses from 7:30 a.m. until 3:15 p.m. each scheduled weekday
- Frequency of 20 minutes



- **Mean Green (MG)**

- Will operate one (1) bus from 7 a.m. until 5 p.m. each scheduled weekday
- Frequency of 20 minutes



- **North Texan (NT)**

- Will operate one (1) bus from 7 a.m. until 5 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 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.



# PROPOSED UNT SERVICE MODIFICATIONS – FALL/SPRING ROUTES



- **Eagle Point (EP)**

- Will operate one (1) bus from 7 a.m. until 5 p.m. each scheduled weekday
- Frequency of 30 minutes



- **Colorado Express (CE)**

- Will operate one (1) bus from 7 a.m. until 5 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)**

- Will operate four (4) buses from 7 a.m. until 5 p.m. each scheduled weekday
- This route will also include
  - Extended evening service that will operate one (1) bus until 9 p.m., Monday through Thursday on scheduled days
- Frequency
  - 28 minutes from 7 a.m. until 11 a.m.
  - 55 minutes from 11 a.m. until 5 p.m.

# PROPOSED UNT SERVICE MODIFICATIONS – FALL/SPRING ROUTES



- **Discovery Park (DP)**

- Will operate three (3) buses from 7 a.m. until 5 p.m. each scheduled weekday
- This route will also include
  - {NEW} One (1) mid-day peak vehicle that will provide additional service from 9 a.m. until 3 p.m., Monday through Friday on scheduled days
  - Extended evening service that will operate one (1) bus until 9 p.m., Monday thru 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.



- **Bernard Street (BST)**

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

# PROPOSED UNT SERVICE MODIFICATIONS – FALL/SPRING ROUTES



- **Mean Green Night Rider (MGNR)**

- Will operate one (1) bus from 6 p.m. until 10 p.m. each scheduled weekday
- Frequency of 30 minutes



- **Mean Green Night Rider Late-Night (MGNR-LN)**

- Will operate one (1) bus from 10 p.m. until 2 a.m. each scheduled weekday
- Frequency of 30 minutes



# PROPOSED UNT SERVICE MODIFICATIONS – SUMMER ROUTES



- **Mean Green (MG)**

- Will operate one (1) bus from 7 a.m. until 5 p.m. each scheduled weekday
- Frequency of 20 minutes



- **North Texan (NT)**

- Will operate one (1) bus from 7 a.m. until 5 p.m. each scheduled weekday
- Frequency of 21 minutes



- **Eagle Point (EP)**

- Will operate one (1) bus from 7 a.m. until 5 p.m. each scheduled weekday
- Frequency of 30 minutes



- **Colorado Express (CE)**

- Will operate one (1) bus from 7 a.m. until 5 p.m. each scheduled weekday
- Frequency of 55 minutes

# PROPOSED UNT SERVICE MODIFICATIONS – SUMMER ROUTES



- **Centre Place (CP)**

- Will operate one (1) bus from 7 a.m. until 5 p.m. each scheduled weekday
- Frequency of 27 minutes



- **Discovery Park (DP)**

- Will operate one (1) bus from 7 a.m. until 7 p.m. each scheduled weekday
- Frequency of 35 minutes



- **Bernard Street (BST)**

- Will operate one (1) bus from 7 a.m. until 5 p.m. each scheduled weekday
- Frequency of 20 minutes



- **Mean Green Night Rider (MGNR)**

- Will operate one (1) bus from 5 p.m. until 9 p.m. each scheduled weekday
- Frequency of 30 minutes

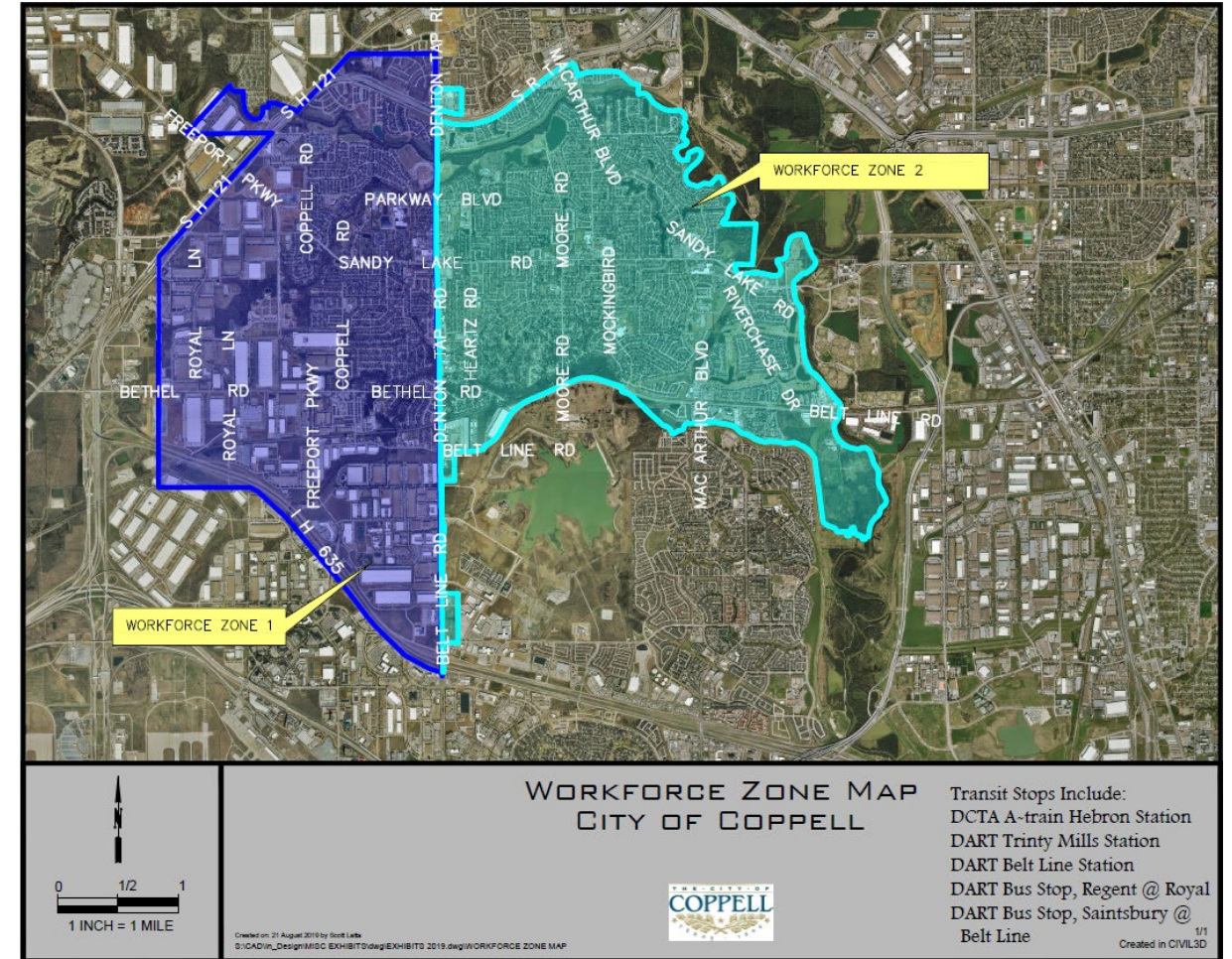


# CITY OF COPPELL LYFT PROGRAM CONTINUATION

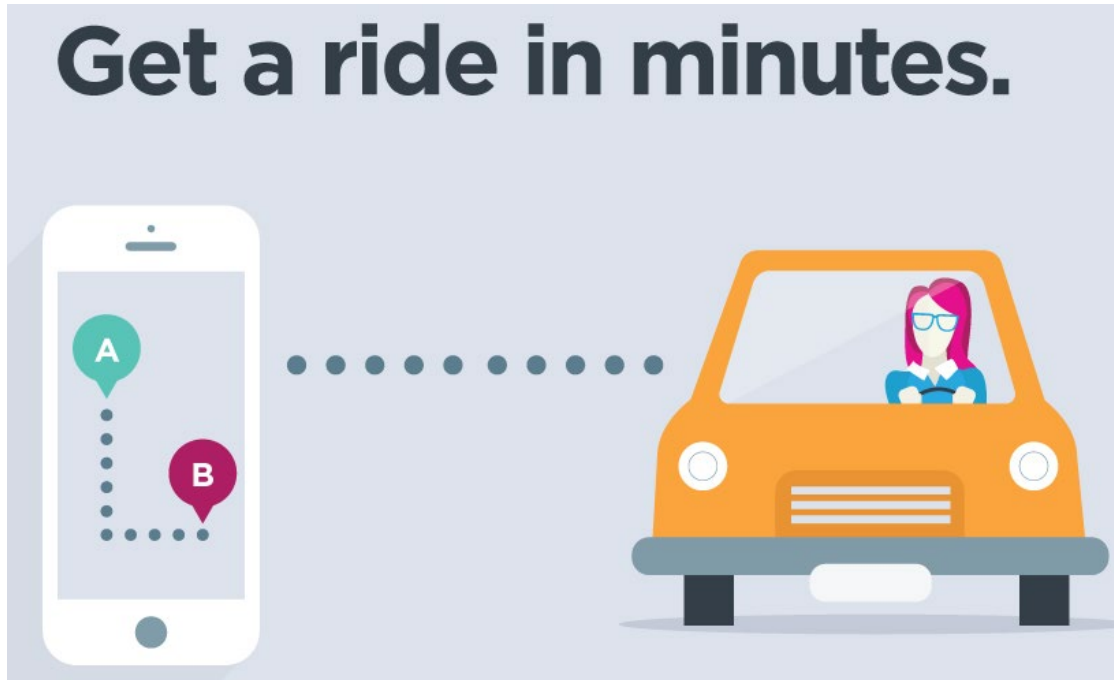


# CITY OF COPPELL LYFT PROGRAM CONTINUATION

- DCTA and the City of Coppell partnered to provide workforce transportation to Coppell's west side business park, which includes large distribution facilities, and an east side zone
- The program began on October 1, 2019 as a 12-month pilot, scheduled to end September 30, 2020
- DCTA and the City of Coppell are in discussion to continue the Lyft Program for another 12 months, beginning October 1, 2020
- DCTA's agreement with Lyft provides first/last mile connections between area transit stops and the east and west side zones within the City of Coppell



# CITY OF COPPELL LYFT PROGRAM CONTINUATION



- Services are available from 4 a.m. – 12 a.m., Monday - Sunday
- The customer pays the first \$2 and the City of Coppell pays the next \$12 for a total trip cost of \$17
- Anything over \$17 is the customer's responsibility
- The average Lyft trip using this program is \$12

# TITLE VI ANALYSIS (FIXED ROUTE ONLY)





# TITLE VI ANALYSIS - OVERVIEW

## **What is Title VI?**

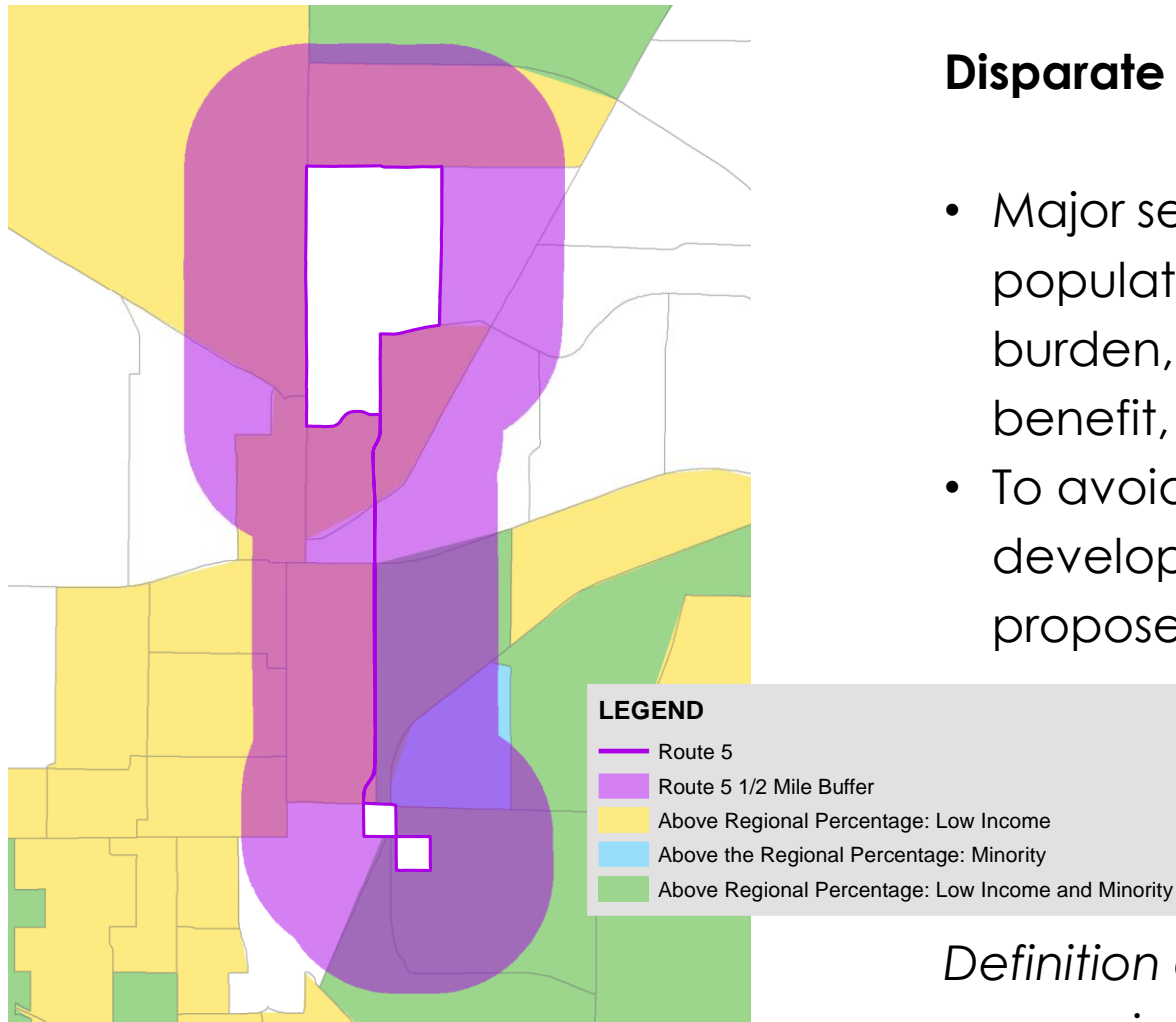
Title VI is part of the Civil Rights Act of 1964 which ensures that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **What is a Title VI Analysis?**

It is a detailed analysis of proposed fixed-route bus service modifications and/or fare media adjustments to ensure that those modifications do not result in a disparate impact or a disproportionate burden on low-income populations.

***DCTA is committed to ensuring that no person is excluded from participation in, or denied benefits of, its transit services based on race, color, or national origin.***

# TITLE VI ANALYSIS – DISPARATE IMPACT



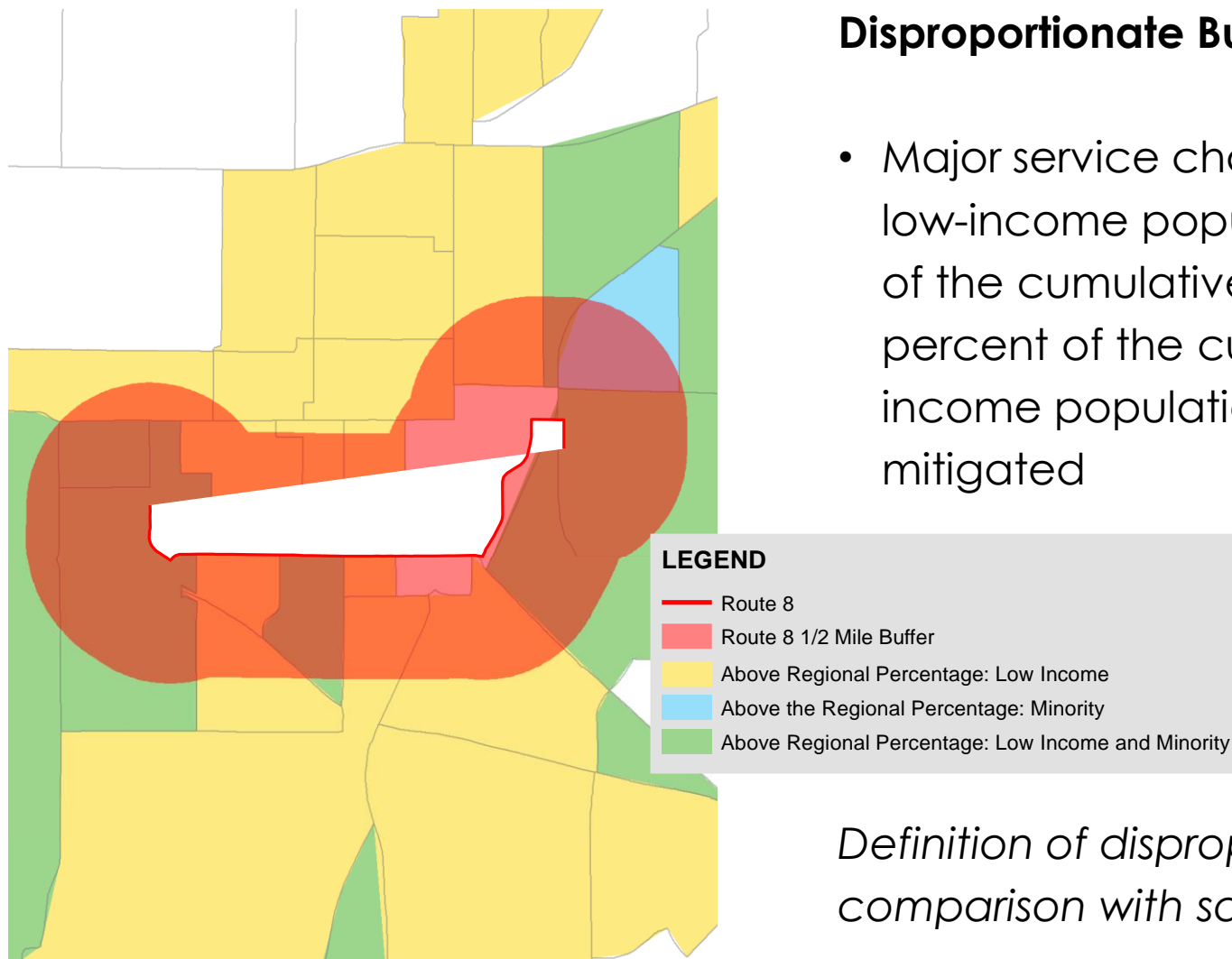
## Disparate Impact Test

- Major service changes have a **disparate impact** if the minority populations experience five percent more of the cumulative burden, or experience less than five percent of the cumulative benefit, relative to the non-minority populations
- To avoid, minimize, or mitigate disparate impacts, DCTA develops and assesses alternatives and/or modifications to proposed changes that result in adverse impacts

*Definition of disparate – essentially different in kind; not allowing comparison*



# TITLE VI ANALYSIS – DISPROPORTIONATE BURDEN



## Disproportionate Burden Test

- Major service changes have a **disproportionate burden** if low-income populations experience more than five percent of the cumulative burden, or experience less than five percent of the cumulative benefit, relative to non-low-income populations unless the disproportionate impacts are mitigated

*Definition of disproportionate – too large or too small in comparison with something else*

# TITLE VI ANALYSIS – ROUTE 5 RESULTS

Census Block Groups With 1/2 Mile of Denton Connect Route 5

Census Tract	Block Group	Total Population	Total Minority Population	Percent Total Minority	Ratio Total Minority to Regional Percentage	Individuals for Whom Poverty Status in Known	Total Below Poverty Population	Percent Below Poverty	Ratio Below Poverty to Regional Percentage	Minority Population Above Regional Percentage	Low Income Above Regional Percentage	Minority and Low Income Above Regional Percentage	SERVED BY DENTON CONNECT ROUTE 6
0211001	1	883	316	35.8%	0.683	883	129	14.6%	0.803	N	N	N	YES
0205042	2	2,033	979	48.2%	0.919	2,016	655	32.5%	1.785	N	Y	N	YES
0212023	3	2,402	1,628	67.8%	1.293	1,077	485	45.0%	2.475	Y	Y	Y	YES
0205041	1	1,231	725	58.9%	1.124	1,231	286	23.2%	1.277	Y	Y	Y	
0205053	3	950	101	10.6%	0.203	950	88	9.3%	0.509	N	N	N	
0212021	1	1,369	1,281	93.6%	1.785	1,323	593	44.8%	2.463	Y	Y	Y	YES
0206013	3	2,979	1,491	50.1%	0.955	1,197	444	37.1%	2.038	N	Y	N	YES
0205034	4	1,310	539	41.1%	0.785	1,310	234	17.9%	0.982	N	N	N	
0206012	2	813	586	72.1%	1.375	675	339	50.2%	2.760	Y	Y	Y	YES
0206022	2	2,525	1,654	65.5%	1.250	2,525	650	25.7%	1.415	Y	Y	Y	YES
0206023	3	577	500	86.7%	1.653	577	59	10.2%	0.562	Y	N	N	YES
0207003	3	614	203	33.1%	0.631	614	266	43.3%	2.381	N	Y	N	YES
0204011	1	4,984	1,925	38.6%	0.737	4,965	1,448	29.2%	1.603	N	Y	N	YES
0204023	3	1,251	128	10.2%	0.195	1,043	36	3.5%	0.190	N	N	N	YES
0204024	4	762	383	50.3%	0.959	699	132	18.9%	1.038	N	Y	N	YES
0204031	1	628	67	10.7%	0.204	628	206	32.8%	1.803	N	Y	N	YES
0204033	3	834	375	45.0%	0.858	834	380	45.6%	2.504	N	Y	N	YES
0205031	1	3,064	1,799	58.7%	1.120	3,064	1,091	35.6%	1.957	Y	Y	Y	YES
0205032	2	918	374	40.7%	0.777	918	234	25.5%	1.401	N	Y	N	YES
0205033	3	1,376	230	16.7%	0.319	1,376	621	45.1%	2.480	N	Y	N	YES
0205054	4	1,230	110	8.9%	0.171	1,230	17	1.4%	0.076	N	N	N	
0205055	5	1,151	263	22.8%	0.436	1,139	115	10.1%	0.555	N	N	N	
0205051	1	971	99	10.2%	0.195	971	133	13.7%	0.753	N	N	N	YES

Source: US Census Geodatabase: 'ACS\_2017\_5YR\_BG\_48\_Texas.gdb'

# TITLE VI ANALYSIS – ROUTE 8 RESULTS

**Census Block Groups With 1/2 Mile of Denton Connect Route 8**

Census Tract	Block Group	Total Population	Total Minority Population	Percent Total Minority	Ratio Total Minority to Regional Percentage	Individuals for Whom Poverty Status in Known	Total Below Poverty Population	Percent Below Poverty	Ratio Below Poverty to Regional Percentage	Minority Population Above Regional Percentage	Low Income Above Regional Percentage	Minority and Low Income Above Regional Percentage	SERVED BY DENTON CONNECT ROUTE 7
0211003	3	1,256	622	49.5%	0.945	1,256	859	68.4%	3.758	N	Y	N	YES
0211001	1	883	316	35.8%	0.683	883	129	14.6%	0.803	N	N	N	YES
0212023	3	2,402	1,628	67.8%	1.293	1,077	485	45.0%	2.475	Y	Y	Y	YES
0209002	2	2,575	1,398	54.3%	1.036	493	115	23.3%	1.282	Y	Y	Y	YES
0211002	2	995	506	50.9%	0.970	995	600	60.3%	3.314	N	Y	N	YES
0208001	1	1,570	1,025	65.3%	1.246	1,570	848	54.0%	2.968	Y	Y	Y	YES
0207001	1	1,253	454	36.2%	0.691	1,135	399	35.2%	1.932	N	Y	N	YES
0212021	1	1,369	1,281	93.6%	1.785	1,323	593	44.8%	2.463	Y	Y	Y	YES
0206013	3	2,979	1,491	50.1%	0.955	1,197	444	37.1%	2.038	N	Y	N	YES
0207002	2	935	441	47.2%	0.900	935	589	63.0%	3.462	N	Y	N	YES
0208002	2	3,248	1,069	32.9%	0.628	3,248	1,393	42.9%	2.357	N	Y	N	YES
0210004	4	944	492	52.1%	0.994	944	366	38.8%	2.131	N	Y	N	YES
0206012	2	813	586	72.1%	1.375	675	339	50.2%	2.760	Y	Y	Y	YES
0206022	2	2,525	1,654	65.5%	1.250	2,525	650	25.7%	1.415	Y	Y	Y	YES
0206023	3	577	500	86.7%	1.653	577	59	10.2%	0.562	Y	N	N	YES
0207003	3	614	203	33.1%	0.631	614	266	43.3%	2.381	N	Y	N	YES
0209001	1	2,301	1,498	65.1%	1.242	1,863	1,127	60.5%	3.324	Y	Y	Y	YES
0210001	1	694	303	43.7%	0.833	438	297	67.8%	3.726	N	Y	N	YES
0210002	2	3,704	1,793	48.4%	0.924	715	450	62.9%	3.459	N	Y	N	YES
0210003	3	785	464	59.1%	1.128	726	462	63.6%	3.497	Y	Y	Y	YES
0213011	1	3,254	983	30.2%	0.576	3,254	1,727	53.1%	2.916	N	Y	N	

Source: US Census Geodatabase: 'ACS\_2017\_5YR\_BG\_48\_Texas.gdb'

# TITLE VI ANALYSIS - FINDINGS

## **Route 5 Results:**

- 18 of the 23 census block groups associated with Route 5's service area are also located in the Route 6 service area
- Findings demonstrate that Routes 5 and Route 6 serve the same communities and that minority and low-income populations will be able to access Route 6 to get to their destinations and connect to the larger DCTA network

## **Route 8 Results:**

- 20 of the 21 census block groups associated with Route 8's service area also located in the Route 8 service area
- Findings demonstrate that Routes 8 and 7 serve the same communities and that minority and low-income populations will be able to access Route 7 to get to their destinations and connect to the larger DCTA network

DCTA's initial Title VI Analysis and review of demographic characteristics associated with the proposed fixed route modifications demonstrates that no adverse disparate impacts will result from the proposed service changes.

# TITLE VI ANALYSIS

Denton County Transportation Authority (DCTA) complies with Title VI of the Civil Rights Act and provides services and operates programs without regard to race, color, and national origin in accordance with Title VI. Any person who believes he or she has been subjected to an unlawful discriminatory practice under Title VI may file a complaint with DCTA.

For more Information about DCTA's Title VI obligations and the [procedures to file a complaint](#) contact 972.221.4600, email [dctainfo@dcta.net](mailto:dctainfo@dcta.net) or visit our offices 1955 Lakeway Drive, Suite 260, Lewisville, TX 75057.

A complaint may also be filed directly with the Federal Transit Administration's Office of Civil Rights, Attention: Title VI Programs Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590.



# FEEDBACK OPPORTUNITIES





# FEEDBACK OPPORTUNITIES

Your feedback is critical to best inform the agency's decision-making process related to services, programs and projects.

DCTA welcomes all feedback. Below are various options you can use to submit detailed feedback for consideration.

- **Online Feedback Form** – <https://www.dcta.net/about-dcta/public-engagement>
- **Email** – [mworthington@dcta.net](mailto:mworthington@dcta.net)
- **Mail** – Written feedback can be sent to DCTA, Attn: Community Relations, P.O. Box 96, Lewisville, TX 75067
- **Phone** – Contact Mary Worthington at 972.316.6121
- **GORequest** – Available via mobile and desktop at <https://www.dcta.net/gorequest>



# CONTACT INFORMATION



# CONTACT INFORMATION



For any questions related to DCTA's public involvement process, please contact:

Mary Worthington  
Community Relations Manager  
972.316.6121  
[mworthington@dcta.net](mailto:mworthington@dcta.net)

## **Appendix I – FTA Triennial Title VI Findings**

## Summary of Findings

10. Title VI	TVI2-1	Language Assistance Plan deficiencies	DCTA must submit to the FTA RCRO documentation that its operating contractors have implemented training according to the LAP. DCTA must provide documentation that the half fare application, has been translated as outlined in the LAP.	September 4, 2018	May 28, 2019
	TVI8-1	Impact of fare and/or service changes not adequately examined	DCTA must submit to the FTA RCRO and updated Title VI program including the required elements. The recipient must also submit to the FTA RCRO revised procedures to ensure that future equity analyses will be conducted as required. DCTA must review and revise the Xpress service equity analysis and submit to the RCRO.	September 4, 2018	May 28, 2019

## Board of Directors Memo

April 28, 2022

SUBJECT: Discuss Mobility Services Update

### Recommendation

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

### Background

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

- GoZone Customer Service
- Mobility Services Update
  - Connect – March Service Changes
  - GoZone
- Comprehensive Operations Analysis
  - Service Design
  - Fare Discussion

### Previous Board Activity & Action

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



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

**Financial Impact**

N/A

**Exhibits**

N/A



Submitted By: \_\_\_\_\_

Javier Trilla, AVP of Innovation and Information Technology

## Board of Directors Memo

April 28, 2022

SUBJECT: Discuss and Consider Approval of Contract Amendment for Additional GoZone Service Hours and Consider Approval of a Resolution Approving Budget Revision 2022-10B

### Recommendation

Staff recommends the Board approve Amendment No. 6 to Task Order No. 1 with River North Transit LLC (Via) to provide additional GoZone service hours through September 6, 2022, in accordance with Scenario/Option 2 in the amount of \$1,467,690 and accompanying resolution for Budget Revision 2022-10B.

### Background

The success of GoZone in our member cities has led to additional demand that was not anticipated in the first year of GoZone service. To reduce passenger wait times and number of unfulfilled ride requests, also known as seat unavailability, the number of vehicle hours will need to be increased over initial year 1 projections as broken down in the service hour scenarios located in Exhibit 1. In conjunction with the increase in service hours, DCTA staff and Via have developed mutually agreeable service level agreements (SLAs) regarding service delivery and quality standards that are built into Amendment No. 6 and are also located in Exhibit 1. Year 1 estimated budget and operational forecasts for two different quality of service improvement scenarios were provided during the March 2022 Board of Directors meeting; these budget figures have been finalized for Year 1 and are presented in Exhibit 1.

### Previous Board Activity & Action

- **April 7, 2021** - Regular Agenda Item 2 – Presentation and Discussion of Task Order with Via
- **July 27, 2021** – No Board Action Required – Amendment No. 1 Cost Breakdown
- **September 7, 2021** – No Board Action Required – Amendment No. 2 Afterhours Customer Support
- **March 10, 2022** – No Board Action Required – Amendment No. 3 Insurance Requirements
- **March 7, 2022 (rescheduled February Meeting)** – Regular Agenda Item 3 – Consider Approval of Amendment (No. 4) to Task Order with River North Transit LLC (Via) Regarding GoZone Customer Support Services
- **March 22, 2022** – No Board Action Required – Amendment No. 5 Ongoing Invoice Fees

### Identified Need

Additional vehicle hours will improve the quality of GoZone service by reducing passenger wait times and increasing the number of available seats to meet service demand.

### Financial Impact

An increase of 35,745 vehicle hours at a rate of \$41.06 per hour will result in an increase of \$1,467,690 to the Year 1 GoZone Not-to-Exceed budget. A draft resolution approving Budget Revision 2022-10B and supporting budget schedules are included as Exhibit 3. This will result in a decrease in net position of \$1,467,690.

### Exhibits

Exhibit 1: NTE Amendment and SLA Scenarios

Exhibit 2: Amendment #6 – Additional GoZone Service Hours and SLA

Exhibit 3: Draft Resolution with the following Exhibits:

"A": Option 1 – Budget Revision 2022-10A

"B": Option 1 – Change in Net Position (DCTA Only)

"B-1": Option 1 – Change in Net Position (DCTA + NTMC Combined)

"C": Option 2 – Budget Revision 2022-10B

"D": Option 2 – Change in Net Position (DCTA Only)

"D-1": Option 2 – Change in Net Position (DCTA + NTMC Combined)

Submitted By: \_\_\_\_\_



Javier Trilla, AVP of Innovation and Information Technology

## GoZone Service Hour Task Order Amendment Scenarios

### Scenario 1: Medium Quality of Service

GoZone Service Year	Current Task Order		Proposed Amendment, Medium QoS		Variance to Current	
	Service Hours	Total Cost	Service Hours	Total Cost	Service Hours	Total Cost
Year One	134,814	\$5,535,463	157,129	\$6,451,717	22,315	\$916,254
Year Two <sup>1</sup>	185,645	\$7,663,426	185,645	\$7,663,426	0	\$0
Total	320,459	\$13,198,888	342,774	\$14,115,142	22,315	\$916,254

### Scenario 2: High Quality of Service (Recommended)

GoZone Service Year	Current Task Order		Proposed Amendment, High QoS		Variance to Current	
	Service Hours	Total Cost	Service Hours	Total Cost	Service Hours	Total Cost
Year One	134,814	\$5,535,463	170,559	\$7,003,153	35,745	\$1,467,690
Year Two <sup>1</sup>	185,645	\$7,663,426	185,645	\$7,663,426	0	\$0
Total	320,459	\$13,198,888	356,204	\$14,666,578	35,745	\$1,467,690

1. No proposed change for year two service

## Service Level Agreement with Target KPIs (based on QoS Scenarios)

Contract Year 1	Medium Budget Scenario	High Budget Scenario
<b>Quality of Service</b>		
Average ETA <sup>1</sup>	< 20 mins	< 15 mins
% Requests with Seat Unavailable <sup>1</sup>	< 10%	< 5%
<b>Call Center and Rider Experience</b>		
Average Customer Call Center Wait Time	< 5 mins	< 5 mins
% Completed Rides with a Complaint	< 2%	< 2%
<b>Safety</b>		
FTA-qualifying incident per 100k miles	< 1.0	< 1.0

<sup>1</sup> Conditional on request volume being below 80,000 requests per month

**Amendment #6  
to the  
AGREEMENT FOR MOBILITY SERVICES  
and to the  
Denton County Transportation Authority Task Order No. 1**

River North Transit LLC (“Via”) and Denton County Transportation Authority (“Customer” and, together with Via, the “Parties”) have entered into those certain agreements titled AGREEMENT FOR MOBILITY SERVICES, Denton County Transportation Authority Task Order No. 1, Amendment #1, Amendment #2, Amendment #3, Amendment #4 and Amendment #5 to the AGREEMENT FOR MOBILITY SERVICES and to the Denton County Transportation Authority Task Order No. 1 (collectively, the “Agreement”), dated May 15, 2019, June 2, 2021, July 27, 2021, September 7, 2021, March 16, 2022, and March 22, 2022 respectively. Upon execution of this Amendment #6 to the Agreement for Mobility Services and to the Denton County Transportation Authority Task Order No. 1 (the “Amendment”), the Parties agree to modify the Agreement as follows:

1. **Amendment:** The following language is added to Section 4 of Denton County Transportation Authority Task Order No. 1:

Customer and River North agree to replace the existing pricing with a new pricing table displayed in Exhibit 1 below which includes an increase in the number of hours within the not-to-exceed limit of the contract.

2. **Amendment:** The following language is added to Section 15 of Denton County Transportation Authority Task Order No. 1:

Customer and River North agree to the following KPIs and targets. These KPIs will be tracked and reviewed on a monthly basis. If River North does not meet or exceed the agreed-upon KPIs at the end of a monthly period, the parties shall meet immediately and engage in a good faith effort to cure any defects in performance. River North and the Customer may mutually agree to revise the targets for these KPIs depending on the growth of the service and market conditions.

In the event that demand exceeds the thresholds established<sup>1</sup> in a given month, Customer and River North will engage in the following month to re-establish KPI targets.

Contract Year 1	Medium Budget Scenario	High Budget Scenario
<b>Quality of Service</b>		
Average ETA <sup>1</sup>	< 20 mins	< 15 mins
% Requests with Seat Unavailable <sup>1</sup>	< 10%	< 5%
<b>Call Center and Rider Experience</b>		
Average Customer Call Center Wait Time	< 5 mins	< 5 mins
% Completed Rides with a Complaint	< 2%	< 2%
<b>Safety</b>		
FTA-qualifying incident per 100k miles	< 1.0	< 1.0

<sup>1</sup> Conditional on request volume being below 80,000 requests per month

3. **Conflicts, Use of Terms, Governing Law:** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #6 will be governed by the same law as the Agreement.

This Amendment #6 is effective as of the date executed by both Parties.

**River North Transit LLC**

**Denton County Transportation Authority**

By:

By:

Name: Alex Lavoie

Name: Paul Cristina

Title: Manager

Title: Interim Chief Executive Officer

Date:

Date:

DRAFT



**Exhibit 1: Year 1 Budget**

Customer and River North agree to the following updated pricing.

**Exhibit 1a: Amended Year 1 Pricing Proposal**Medium Scenario

		Two-Year Base Contract Term (9/7/21 - 9/6/23)					
		Year 1			Year 2		
Service	Timeframe	Cost / Vehicle Hour	Max. No. of Vehicle Hours	Total Cost	Cost / Vehicle Hour	Max. No. of Vehicle Hours	Total Cost
Implementation Phase	April 23, 2021 – September 6, 2021	n/a	n/a	\$0	n/a	n/a	\$0
Up Front Hard Costs	Retrofits & vehicle wraps	n/a	n/a	\$128,000	n/a	n/a	\$0
	Bike Racks for Every Vehicle in Singular Fleet (\$1,500/vehicle) <i>Estimated at 29 vehicles</i>	n/a	n/a	\$43,500	n/a	n/a	\$10,500
	Option: Additional Retrofits from Expansions	n/a	n/a	\$11,000	n/a	n/a	\$0
	Option: Additional Bike Racks from Expansions & Access <i>Estimated at 14 vehicles (10 Access, 4 from other potential expansions)</i>	n/a	n/a	\$22,500	n/a	n/a	\$0
	Access Retrofits	n/a	n/a	\$33,000	n/a	n/a	\$0
Base Service (Monday – Saturday)	Phase I Launch – September 7, 2021 25 vehicles <i>Hours estimate includes cost for starting service at 5 a.m. M-F in all years</i>	\$41.06	99,097	\$4,068,910	\$41.28	133,535	\$5,512,341
Sunday and Holiday Service	Phase I Launch – September 7, 2021	\$41.06	9,300	\$381,858	\$41.28	11,902	\$491,315
Saturday Service Hours Extension	Phase I Launch – September 7, 2021	\$41.06	1,560	\$64,054	\$41.28	1,996	\$82,395
Denia Neighborhood Expansion	Phase I Launch – September 7, 2021 1 extra vehicle	\$41.06	6,250	\$256,625	\$41.28	7,999	\$330,199
Business 121 North Zone Expansion	Phase I Launch – September 7, 2021 1 extra vehicle	\$41.06	4,874	\$200,126	\$41.28	6,238	\$257,505
Frankford Station (DART) to the Lewisville/HV Zone	Phase I Launch – September 7, 2021 1 extra vehicle	\$41.06	4,250	\$174,505	\$41.28	5,439	\$224,522
Sunday A-train Replacement	Phase I Launch – September 7, 2021	\$41.06	1,860	\$76,372	\$41.28	2,380	\$98,246
Service To/From Trinity Mills Station	Phase I Launch – September 7, 2021	\$41.06	2,750	\$112,915	\$41.28	3,519	\$145,264

("Guaranteed Ride Home")							
Castle Hills Zone Expansion	Phase 2A Launch – Estimated for January / February 2022 1 extra vehicle <i>Via is currently modifying this zone but does not anticipate the modification requiring any additional vehicles</i>	\$41.06	4,874	\$200,126	\$41.28	6,238	\$257,505
Access Service	Phase 2A Launch – Estimated for January / February 2022 8-10 extra vehicles <i>DCTA and Via still need to discuss and analyze date to provide an accurate not-to-exceed amount</i>	\$41.06	24,355	\$1,000,000	\$41.28	24,355	\$1,005,358
Weekday Late-Night Service Hours Extension	Phase 2B Launch – Estimated for Summer 2022	\$41.06	5,000	\$205,300	\$41.28	6,399	\$264,151
April '22 Expansion	Launching on [date]	\$41.06	22,315	\$916,254	\$41.28	0	\$0
<b>Total Not-to-Exceed Amount</b>			<b>162,130</b>  <i>Access Vehicle Hours TBD and not included in total</i>	<b>\$7,895,045</b>		<b>185,645</b>  <i>Access Vehicle Hours TBD and not included in total</i>	<b>\$8,679,300</b>
<b>Total Not-to-Exceed Amount: Two-Year Base Term</b>	<b>\$16,574,345</b>						

High Scenario

		Two-Year Base Contract Term (9/7/21 - 9/6/23)					
		Year 1			Year 2		
Service	Timeframe	Cost / Vehicle Hour	Max. No. of Vehicle Hours	Total Cost	Cost / Vehicle Hour	Max. No. of Vehicle Hours	Total Cost
Implementation Phase	April 23, 2021 – September 6, 2021	n/a	n/a	\$0	n/a	n/a	\$0
Up Front Hard Costs	Retrofits & vehicle wraps	n/a	n/a	\$128,000	n/a	n/a	\$0
	Bike Racks for Every Vehicle in Singular Fleet (\$1,500/vehicle) <i>Estimated at 29 vehicles</i>	n/a	n/a	\$43,500	n/a	n/a	\$10,500

Regular Agenda 03 Exhibit 2 Amendment #6 Additional GoZone Hours and SLA

	Option: Additional Retrofits from Expansions	n/a	n/a	\$11,000	n/a	n/a	\$0
	Option: Additional Bike Racks from Expansions & Access <i>Estimated at 14 vehicles (10 Access, 4 from other potential expansions)</i>	n/a	n/a	\$22,500	n/a	n/a	\$0
	Access Retrofits	n/a	n/a	\$33,000	n/a	n/a	\$0
Base Service (Monday – Saturday)	Phase I Launch – September 7, 2021 25 vehicles <i>Hours estimate includes cost for starting service at 5 a.m. M-F in all years</i>	\$41.06	99,097	\$4,068,910	\$41.28	133,535	\$5,512,341
Sunday and Holiday Service	Phase I Launch – September 7, 2021	\$41.06	9,300	\$381,858	\$41.28	11,902	\$491,315
Saturday Service Hours Extension	Phase I Launch – September 7, 2021	\$41.06	1,560	\$64,054	\$41.28	1,996	\$82,395
Denia Neighborhood Expansion	Phase I Launch – September 7, 2021 1 extra vehicle	\$41.06	6,250	\$256,625	\$41.28	7,999	\$330,199
Business 121 North Zone Expansion	Phase I Launch – September 7, 2021 1 extra vehicle	\$41.06	4,874	\$200,126	\$41.28	6,238	\$257,505
Frankford Station (DART) to the Lewisville/HV Zone	Phase I Launch – September 7, 2021 1 extra vehicle	\$41.06	4,250	\$174,505	\$41.28	5,439	\$224,522
Sunday A-train Replacement	Phase I Launch – September 7, 2021	\$41.06	1,860	\$76,372	\$41.28	2,380	\$98,246
Service To/From Trinity Mills Station (“Guaranteed Ride Home”)	Phase I Launch – September 7, 2021	\$41.06	2,750	\$112,915	\$41.28	3,519	\$145,264
Castle Hills Zone Expansion	Phase 2A Launch – Estimated for January / February 2022 1 extra vehicle <i>Via is currently modifying this zone but does not anticipate the modification requiring any additional vehicles</i>	\$41.06	4,874	\$200,126	\$41.28	6,238	\$257,505
Access Service	Phase 2A Launch – Estimated for January / February 2022 8-10 extra vehicles <i>DCTA and Via still need to discuss and analyze date to provide an accurate not-to-exceed amount</i>	\$41.06	24,355	\$1,000,000	\$41.28	24,355	\$1,005,358
Weekday	Phase 2B Launch – Estimated	\$41.06	5,000	\$205,300	\$41.28	6,399	\$264,151

Regular Agenda 03 Exhibit 2 Amendment #6 Additional GoZone Hours and SLA

Late-Night Service Hours Extension	for Summer 2022						
April '22 Expansion	Launching on [date]	\$41.06	35,745	\$1,467,690	\$41.28	0	\$0
<b>Total Not-to-Exceed Amount</b>			<b>175,560</b>	<b>\$8,446,481</b>		<b>185,645</b>	<b>\$8,679,300</b>
			<i>Access Vehicle Hours TBD and not included in total</i>			<i>Access Vehicle Hours TBD and not included in total</i>	
<b>Total Not-to-Exceed Amount: Two-Year Base Term</b>	<b>\$17,125,781</b>						

Z

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

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA) APPROVING FISCAL YEAR 2022 BUDGET REVISION NUMBER 2022-10 REVISED OPERATING BUDGET, ATTACHED HERETO AS EXHIBITS “A” THRU “D-1”, RESPECTIVELY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the Board of Directors of the DCTA desires to amend the fiscal year 2022 Operating Budget as set forth in Exhibits “A” thru “D-1”, respectively.

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

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

**SECTION 2.** All provisions of the resolutions of the Board of Directors of the DCTA, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective immediately upon its passage and approval.

**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THE 28<sup>TH</sup> DAY OF APRIL, 2022.**

**APPROVED:**

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Cesar Molina, Chair

**ATTEST:**

---

Dianne Costa, Secretary  
(04-18-2022:TM 129110)



**Exhibit “A”**  
**Option 1 - Budget Revision 2022-10A**  
**(to be attached)**

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

TRANSACTION TYPE:      Transfer ☐  
Revision ☒

Number: 2022-10A

Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
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ADDITIONS TO EXISTING BUDGET

OPERATING EXPENSES:

<i>Denton</i>	Purchased Transportation (535.50810) \$	3,318,492	\$	530,859	\$	3,849,351
<i>Highland Village</i>	Purchased Transportation (536.50810)	244,570				283,694
<i>Lewisville</i>	Purchased Transportation (537.50810)	2,164,600				2,510,871

Net Position Impact    \$    (916,254)

EXPLANATION:

Increase in GoZone service hours of 22,315 based on the "medium quality of service" scenario. Please refer to Exhibit 1 for additional information.

DATE:            4.18.2022

REQUESTED BY:

*Amanda Riddle*

DATE:            4.20.2022

REVIEWED BY:

*Wanda Riddle*

**Exhibit “B”**  
**Option 1 - Change in Net Position (DCTA Only)**  
**(to be attached)**

**DENTON COUNTY TRANSPORTATION AUTHORITY**  
**Change in Net Position**

Description	DCTA FY 2022 Adopted Budget	DCTA Completed Budget Revisions	DCTA Proposed Budget Revision 2022-10A	DCTA FY 2022 Working Budget
<b>OPERATING REVENUE</b>				
Passenger Revenues (Bus Farebox)	\$ 326,995	\$ 52,667	\$ -	\$ 379,662
Passenger Revenues (Rail Farebox)	262,917	-	-	262,917
Contract Service Revenue	3,915,759	-	-	3,915,759
<b>Total Operating Revenue</b>	<b>4,505,671</b>	<b>52,667</b>	<b>-</b>	<b>4,558,338</b>
<b>OPERATING EXPENSES</b>				
Salary, Wages & Benefits	5,103,643	-	-	5,103,643
Outsourced Services & Charges	4,610,662	547,650	-	5,158,312
Materials & Supplies	2,650,094	130,500	-	2,780,594
Utilities	526,281	-	-	526,281
Insurance	1,635,812	70,240	-	1,706,052
Purchased Transportation Services	16,680,162	392,294	916,254	17,988,710
Employee Development	235,385	-	-	235,385
Leases & Rentals	139,772	-	-	139,772
Depreciation	10,899,464	450,000	-	11,349,464
<b>Total Operating Expenses</b>	<b>42,481,275</b>	<b>1,590,684</b>	<b>916,254</b>	<b>44,988,213</b>
Operating Income / (Loss)	(37,975,604)	(1,538,017)	(916,254)	(40,429,875)
<b>NON-OPERATING REVENUE / (EXPENSE)</b>				
Investment Income	12,000	-	-	12,000
Misc. Revenues	-	1,027,200	-	1,027,200
Sales Tax Revenue	32,088,804	575,093	-	32,663,897
Federal Grants & Reimbursements	26,390,897	80,460	-	26,471,357
State Grants & Reimbursements	-	-	-	-
Long Term Debt Interest/Expense	(237,800)	-	-	(237,800)
<b>Total Non-Operating Revenue / (Expense)</b>	<b>58,253,901</b>	<b>1,682,753</b>	<b>-</b>	<b>59,936,654</b>
Income (Loss) Before Transfers	20,278,297	144,736	(916,254)	19,506,779
Transfers Out	(6,364,715)	(828,352)	-	(7,193,067)
Transfers In	-	-	-	-
<b>Total Transfers</b>	<b>(6,364,715)</b>	<b>(828,352)</b>	<b>-</b>	<b>(7,193,067)</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 13,913,582</b>	<b>\$ (683,616)</b>	<b>\$ (916,254)</b>	<b>\$ 12,313,712</b>
<i>Transfer to Capital Projects</i>	<i>(15,100,221)</i>	<i>(12,008,311)</i>		<i>(27,108,532)</i>
<b>Change in Net Position After Capital Project Transfer</b>	<b>\$ (1,186,639)</b>	<b>\$ (12,691,927)</b>	<b>\$ (916,254)</b>	<b>\$ (14,794,820)</b>

*\*This schedule does not include Budget Revision 2022-11*

**Exhibit “B-1”**  
**Option 1 - Change in Net Position (Combined)**  
**(to be attached)**

DENTON COUNTY TRANSPORTATION AUTHORITY  
Change in Net Position

Description	DCTA FY 2022 Adopted Budget	DCTA Completed Budget Revisions	DCTA Proposed Budget Revision 2022-10A	DCTA FY 2022 Working Budget	NTMC FY 2022 Adopted Budget	NTMC Completed Budget Revisions	NTMC FY 2022 Working Budget	FY 2022 Adopted Budget	FY 2022 Working Budget
<b>OPERATING REVENUE</b>									
Passenger Revenues (Bus Farebox)	\$ 326,995	\$ 52,667	\$ -	\$ 379,662	\$ -	\$ -	\$ -	\$ 326,995	\$ 379,662
Passenger Revenues (Rail Farebox)	262,917	-	-	262,917	-	-	-	262,917	262,917
Contract Service Revenue	3,915,759	-	-	3,915,759	-	-	-	3,915,759	3,915,759
<b>Total Operating Revenue</b>	<b>4,505,671</b>	<b>52,667</b>	<b>-</b>	<b>4,558,338</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,505,671</b>	<b>4,558,338</b>
<b>OPERATING EXPENSES</b>									
Salary, Wages & Benefits	5,103,643	-	-	5,103,643	5,787,307	802,935	6,590,242	10,890,950	11,693,885
Outsourced Services & Charges	4,610,662	547,650	-	5,158,312	450,970	1,922	452,892	5,061,632	5,611,204
Materials & Supplies	2,650,094	130,500	-	2,780,594	1,936	-	1,936	2,652,030	2,782,530
Utilities	526,281	-	-	526,281	-	-	-	526,281	526,281
Insurance	1,635,812	70,240	-	1,706,052	65,842	23,495	89,337	1,701,654	1,795,389
Purchased Transportation Services	16,680,162	392,294	916,254	17,988,710	-	-	-	16,680,162	17,988,710
Employee Development	235,385	-	-	235,385	58,660	-	58,660	294,045	294,045
Leases & Rentals	139,772	-	-	139,772	-	-	-	139,772	139,772
Depreciation	10,899,464	450,000	-	11,349,464	-	-	-	10,899,464	11,349,464
<b>Total Operating Expenses</b>	<b>42,481,275</b>	<b>1,590,684</b>	<b>916,254</b>	<b>44,988,213</b>	<b>6,364,715</b>	<b>828,352</b>	<b>7,193,067</b>	<b>48,845,990</b>	<b>52,181,280</b>
Operating Income / (Loss)	(37,975,604)	(1,538,017)	(916,254)	(40,429,875)	(6,364,715)	(828,352)	(7,193,067)	(44,340,319)	(47,622,942)
<b>NON-OPERATING REVENUE / (EXPENSE)</b>									
Investment Income	12,000	-	-	12,000	-	-	-	12,000	12,000
Misc. Revenues	-	1,027,200	-	1,027,200	-	-	-	-	1,027,200
Sales Tax Revenue	32,088,804	575,093	-	32,663,897	-	-	-	32,088,804	32,663,897
Federal Grants & Reimbursements	26,390,897	80,460	-	26,471,357	-	-	-	26,390,897	26,471,357
State Grants & Reimbursements	-	-	-	-	-	-	-	-	-
Long Term Debt Interest/Expense	(237,800)	-	-	(237,800)	-	-	-	(237,800)	(237,800)
<b>Total Non-Operating Revenue / (Expense)</b>	<b>58,253,901</b>	<b>1,682,753</b>	<b>-</b>	<b>59,936,654</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>58,253,901</b>	<b>59,936,654</b>
Income (Loss) Before Transfers	20,278,297	144,736	(916,254)	19,506,779	(6,364,715)	(828,352)	(7,193,067)	13,913,582	12,313,712
Transfers Out	(6,364,715)	(828,352)	-	(7,193,067)	-	-	-	(6,364,715)	(7,193,067)
Transfers In	-	-	-	-	6,364,715	828,352	7,193,067	6,364,715	7,193,067
<b>Total Transfers</b>	<b>(6,364,715)</b>	<b>(828,352)</b>	<b>-</b>	<b>(7,193,067)</b>	<b>6,364,715</b>	<b>828,352</b>	<b>7,193,067</b>	<b>-</b>	<b>-</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 13,913,582</b>	<b>\$ (683,616)</b>	<b>\$ (916,254)</b>	<b>\$ 12,313,712</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,913,582</b>	<b>\$ 12,313,712</b>
Transfer to Capital Projects	(15,100,221)	(12,008,311)	-	(27,108,532)	-	-	-	(15,100,221)	(27,108,532)
<b>Change in Net Position After Capital Project Transfer</b>	<b>\$ (1,186,639)</b>	<b>\$ (12,691,927)</b>	<b>\$ (916,254)</b>	<b>\$ (14,794,820)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,186,639)</b>	<b>\$ (14,794,820)</b>

\*This schedule does not include Budget Revision 2022-11



**Exhibit “C”**  
**Option 2 – Budget Revision 2022-10B**  
**(to be attached)**

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

TRANSACTION TYPE:      Transfer ☐  
Revision ☒

Number: 2022-10B

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

ADDITIONS TO EXISTING BUDGET

OPERATING EXPENSES:

<i>Denton</i>	Purchased Transportation (535.50810)	\$ 3,318,492	\$ 850,350	\$ 4,168,842
<i>Highland Village</i>	Purchased Transportation (536.50810)	244,570	62,670	307,240
<i>Lewisville</i>	Purchased Transportation (537.50810)	2,164,600	554,670	2,719,270

Net Position Impact    \$ (1,467,690)

EXPLANATION:

Increase in GoZone service hours of 35,745 based on the recommended "high quality of service" scenario. Please refer to Exhibit 1 for additional information.

DATE: 4.18.2022

REQUESTED BY:

*Amanda Riddle*

DATE: 4.20.2022

REVIEWED BY:

*Wanda Riddle*

**Exhibit “D”**  
**Option 2 - Change in Net Position (DCTA Only)**  
**(to be attached)**

DENTON COUNTY TRANSPORTATION AUTHORITY  
Change in Net Position

Description	DCTA FY 2022 Adopted Budget	DCTA Completed Budget Revisions	DCTA Proposed Budget Revision 2022-10B	DCTA FY 2022 Working Budget
<b>OPERATING REVENUE</b>				
Passenger Revenues (Bus Farebox)	\$ 326,995	\$ 52,667	\$ -	\$ 379,662
Passenger Revenues (Rail Farebox)	262,917	-	-	262,917
Contract Service Revenue	3,915,759	-	-	3,915,759
<b>Total Operating Revenue</b>	<b>4,505,671</b>	<b>52,667</b>	<b>-</b>	<b>4,558,338</b>
<b>OPERATING EXPENSES</b>				
Salary, Wages & Benefits	5,103,643	-	-	5,103,643
Outsourced Services & Charges	4,610,662	547,650	-	5,158,312
Materials & Supplies	2,650,094	130,500	-	2,780,594
Utilities	526,281	-	-	526,281
Insurance	1,635,812	70,240	-	1,706,052
Purchased Transportation Services	16,680,162	392,294	1,467,690	18,540,146
Employee Development	235,385	-	-	235,385
Leases & Rentals	139,772	-	-	139,772
Depreciation	10,899,464	450,000	-	11,349,464
<b>Total Operating Expenses</b>	<b>42,481,275</b>	<b>1,590,684</b>	<b>1,467,690</b>	<b>45,539,649</b>
Operating Income / (Loss)	(37,975,604)	(1,538,017)	(1,467,690)	(40,981,311)
<b>NON-OPERATING REVENUE / (EXPENSE)</b>				
Investment Income	12,000	-	-	12,000
Misc. Revenues	-	1,027,200	-	1,027,200
Sales Tax Revenue	32,088,804	575,093	-	32,663,897
Federal Grants & Reimbursements	26,390,897	80,460	-	26,471,357
State Grants & Reimbursements	-	-	-	-
Long Term Debt Interest/Expense	(237,800)	-	-	(237,800)
<b>Total Non-Operating Revenue / (Expense)</b>	<b>58,253,901</b>	<b>1,682,753</b>	<b>-</b>	<b>59,936,654</b>
Income (Loss) Before Transfers	20,278,297	144,736	(1,467,690)	18,955,343
Transfers Out	(6,364,715)	(828,352)	-	(7,193,067)
Transfers In	-	-	-	-
<b>Total Transfers</b>	<b>(6,364,715)</b>	<b>(828,352)</b>	<b>-</b>	<b>(7,193,067)</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 13,913,582</b>	<b>\$ (683,616)</b>	<b>\$ (1,467,690)</b>	<b>\$ 11,762,276</b>
<i>Transfer to Capital Projects</i>	<i>(15,100,221)</i>	<i>(12,008,311)</i>		<i>(27,108,532)</i>
<b>Change in Net Position After Capital Project Transfer</b>	<b>\$ (1,186,639)</b>	<b>\$ (12,691,927)</b>	<b>\$ (1,467,690)</b>	<b>\$ (15,346,256)</b>

*\*This schedule does not include Budget Revision 2022-11*

**Exhibit “D-1”**  
**Option 2 - Change in Net Position (Combined)**  
**(to be attached)**

DENTON COUNTY TRANSPORTATION AUTHORITY  
Change in Net Position

Description	DCTA FY 2022 Adopted Budget	DCTA Completed Budget Revisions	DCTA Proposed Budget Revision 2022-10B	DCTA FY 2022 Working Budget	NTMC FY 2022 Adopted Budget	NTMC Completed Budget Revisions	NTMC FY 2022 Working Budget	FY 2022 Adopted Budget	FY 2022 Working Budget
<b>OPERATING REVENUE</b>									
Passenger Revenues (Bus Farebox)	\$ 326,995	\$ 52,667	\$ -	\$ 379,662	\$ -	\$ -	\$ -	\$ 326,995	\$ 379,662
Passenger Revenues (Rail Farebox)	262,917	-	-	262,917	-	-	-	262,917	262,917
Contract Service Revenue	3,915,759	-	-	3,915,759	-	-	-	3,915,759	3,915,759
<b>Total Operating Revenue</b>	<b>4,505,671</b>	<b>52,667</b>	<b>-</b>	<b>4,558,338</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,505,671</b>	<b>4,558,338</b>
<b>OPERATING EXPENSES</b>									
Salary, Wages & Benefits	5,103,643	-	-	5,103,643	5,787,307	802,935	6,590,242	10,890,950	11,693,885
Outsourced Services & Charges	4,610,662	547,650	-	5,158,312	450,970	1,922	452,892	5,061,632	5,611,204
Materials & Supplies	2,650,094	130,500	-	2,780,594	1,936	-	1,936	2,652,030	2,782,530
Utilities	526,281	-	-	526,281	-	-	-	526,281	526,281
Insurance	1,635,812	70,240	-	1,706,052	65,842	23,495	89,337	1,701,654	1,795,389
Purchased Transportation Services	16,680,162	392,294	1,467,690	18,540,146	-	-	-	16,680,162	18,540,146
Employee Development	235,385	-	-	235,385	58,660	-	58,660	294,045	294,045
Leases & Rentals	139,772	-	-	139,772	-	-	-	139,772	139,772
Depreciation	10,899,464	450,000	-	11,349,464	-	-	-	10,899,464	11,349,464
<b>Total Operating Expenses</b>	<b>42,481,275</b>	<b>1,590,684</b>	<b>1,467,690</b>	<b>45,539,649</b>	<b>6,364,715</b>	<b>828,352</b>	<b>7,193,067</b>	<b>48,845,990</b>	<b>52,732,716</b>
Operating Income / (Loss)	(37,975,604)	(1,538,017)	(1,467,690)	(40,981,311)	(6,364,715)	(828,352)	(7,193,067)	(44,340,319)	(48,174,378)
<b>NON-OPERATING REVENUE / (EXPENSE)</b>									
Investment Income	12,000	-	-	12,000	-	-	-	12,000	12,000
Misc. Revenues	-	1,027,200	-	1,027,200	-	-	-	-	1,027,200
Sales Tax Revenue	32,088,804	575,093	-	32,663,897	-	-	-	32,088,804	32,663,897
Federal Grants & Reimbursements	26,390,897	80,460	-	26,471,357	-	-	-	26,390,897	26,471,357
State Grants & Reimbursements	-	-	-	-	-	-	-	-	-
Long Term Debt Interest/Expense	(237,800)	-	-	(237,800)	-	-	-	(237,800)	(237,800)
<b>Total Non-Operating Revenue / (Expense)</b>	<b>58,253,901</b>	<b>1,682,753</b>	<b>-</b>	<b>59,936,654</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>58,253,901</b>	<b>59,936,654</b>
Income (Loss) Before Transfers	20,278,297	144,736	(1,467,690)	18,955,343	(6,364,715)	(828,352)	(7,193,067)	13,913,582	11,762,276
Transfers Out	(6,364,715)	(828,352)	-	(7,193,067)	-	-	-	(6,364,715)	(7,193,067)
Transfers In	-	-	-	-	6,364,715	828,352	7,193,067	6,364,715	7,193,067
<b>Total Transfers</b>	<b>(6,364,715)</b>	<b>(828,352)</b>	<b>-</b>	<b>(7,193,067)</b>	<b>6,364,715</b>	<b>828,352</b>	<b>7,193,067</b>	<b>-</b>	<b>-</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 13,913,582</b>	<b>\$ (683,616)</b>	<b>\$ (1,467,690)</b>	<b>\$ 11,762,276</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,913,582</b>	<b>\$ 11,762,276</b>
Transfer to Capital Projects	(15,100,221)	(12,008,311)	-	(27,108,532)	-	-	-	(15,100,221)	(27,108,532)
Change in Net Position After Capital Project Transfer	\$ (1,186,639)	\$ (12,691,927)	\$ (1,467,690)	\$ (15,346,256)	\$ -	\$ -	\$ -	\$ (1,186,639)	\$ (15,346,256)

\*This schedule does not include Budget Revision 2022-11





## Board of Directors Memo

April 28, 2022

SUBJECT: Discuss Public Involvement Plan as it Relates to Comprehensive Operations and Fare Structure Analysis and General Communications Plan Update

### Recommendation

This is a discussion item only. No action is required.

### Background

Staff will provide an update on public involvement plans for the comprehensive operations analysis and fare structure analysis. In addition, a request was made during the March 7, 2022 board meeting for staff to present a monthly status report on the agency's communications program, including public outreach, communications, and marketing strategy.

### Previous Board Activity & Action

An update was provided to the Board during the March 24, 2022 Board Meeting.

### Identified Need

The purpose of this item is to provide the Board with an update on DCTA's communications and public involvement activities. The Board will have opportunity to engage in ongoing dialogue with staff as it relates to communications and public involvement.

Included in this item is a discussion of the department budget, the upcoming fare and service public involvement plan, employer outreach, campaign on high gas prices, and coordination on a communications committee.

### Financial Impact

There is no financial impact for this item.

### Exhibits

None.

Submitted By:

Pamela Burns, Director of Public Involvement and Communications

## Board of Directors Memo

April 28, 2022

SUBJECT: Consider Ratification of a Task Order with Accenture, LLC to provide Human Resources Continuity Management Services

### Recommendation

Staff recommends the Board ratify Task Order 5 with Accenture, LLC in the amount of \$50,000 for Human Resources Continuity Management Services.

### Background

DCTA's Senior Manager of Human Resources submitted her resignation from the agency and her last day of employment was April 12, 2022. The resignation leaves the agency without a Human Resources Manager who understands the functions of DCTA's Human Resources systems and processes. This work had to be authorized and executed prior to the April Board meeting to record the business processes before the Human Resources Manager's departure.

This work was authorized at the same time as a similar effort for the Finance and Accounting (F&A) function due to the announced resignation of DCTA's CFO. Budgetary authority for F&A staff augmentation was granted at the March 24 Board meeting.

Following consultation with the Chair and Vice Chair, Accenture was mobilized to provide a prioritized set of business processes for Human Resources functions using the PMO capacity model. The work product provides DCTA a standard operating procedure document that will enable DCTA to continue performing business critical activities with in-house and/or external resources. It will also enable Accenture to advise DCTA on strategies across people, process, and technology factors related to the long-term execution of these functions within the agency.

The combined total of this ratified Task Order and the work undertaken for the F&A function will not exceed the budgetary authority granted by the Board in the March Board meeting

### Previous Board Activity

The Board has not taken previous action on this item.

### Identified Need

DCTA requires documentation of its Human Resources systems and processes to ensure continuity of business critical activities. This is enabled by ratification of Task Order 5 with Accenture, LLC in the amount of \$50,000 for Human Resources Continuity Management Services.

### Financial Impact

The budgetary authority for this item was originally identified within savings realized and projected from unutilized staff salary budgeted amounts. Given the need for additional interim staff support that arose after the March Board meeting, to be briefed and requested in Agenda Item 6, a budget amendment has been drafted that will result in a decrease in net position of \$478,250. The budget amendment amount accounts for multiple items briefed by staff in the agenda item.

Funding this item by budget amendment enables budgeted salary amounts to remain available to facilitate the timely backfill of the open positions.

Projected and realized salary budget savings in the Finance & Accounting and Human Resources departments totals \$473,000.

#### Exhibits

Exhibit 1 – Executed Task Order 5

Submitted By:

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

Paul A. Cristina, Interim CEO



# Denton County Transportation Authority Task Order

Task Number:	5	Project ID:	20-11	Grant #	N/A	Budget Approved	
Contractor:	Accenture LLP						
Project Name:	Human Resources and Payroll Business Continuity Support Services						
DCTA Account Code:					Approved Budget Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Project Lead	Paul Cristina						
Cost Estimate	\$50,000.00						
Not to Exceed Budget	\$50,000.00						
<p>This Agreement consists of the following items:</p> <ul style="list-style-type: none"> <li>A. Task order</li> <li>B. DCTA solicitation number 20-11, plus addenda</li> <li>C. Master agreement dated August 6, 2020</li> <li>D. Response to solicitation number April 17, 2020.</li> </ul> <p>In the event there exists a conflict in interpretation, the documents will control in the order listed above.</p> <p><b>Note:</b> All terms and conditions previously agreed upon within the Master Contract apply to this Task Order.</p> <p>See attached Statement of Work</p>							
Contractor:	Signed by Rob Cohart				Date		
DCTA VP of Finance/CFO: Marisa Perry	[Signature]				Date	4/13/22	
DCTA Interim CEO: Paul Cristina	[Signature]				Date	4/13/22	

**Denton County Transportation Authority**  
**Human Resources and Payroll Business**  
**Continuity Support Services**

**Statement of Work**

April 4, 2022

## 1. Introduction

Denton County Transportation Authority (DCTA) is seeking a partner to immediately deploy management services to enable DCTA business continuity for critical Human Resources and Payroll activities and functions. Accenture proposes to provide a Human Resources and Payroll program management capability in a command center model to immediately triage, assess, plan, design and recommend sourcing for critical DCTA Human Resources and Payroll capabilities.

Deliverables for this Task Order include:

- Development of desktop procedures for critical Human Resources and Payroll activities/functions
- Assess and recommend options to source functional Human Resources and Payroll capabilities through insourcing and outsourcing models
- Agenda item and Task Order for April 28 Board Meeting identifying scope and fee required for Accenture to provide “Interim Support” for the subject functions between May 20, 2022, and the Board’s decision on the form of those ongoing functions following completion of “Phase 2”
- Agenda Item and Task Order for a Special-Called May Meeting or the May 26<sup>th</sup> Regular Board Meeting to gain Board approval to create options for a “Staffing Solution Strategy” that would be presented no earlier than June 23<sup>rd</sup>. The “Staffing Solution Strategy” provides the DCTA Board with alternatives to move forward with continuity of the subject functions through insourcing with staff, outsourcing, or a combination of the two. The deliverables for this task order will be provided in a manner that enables the deliverables to be utilized to develop a statement of work to be created by others that could be issued within a competitive procurement by DCTA

## 2. Scope

Accenture shall staff a Human Resources/Payroll Business Continuity Program Management Office (PMO) to enable DCTA to perform business critical activities, and will advise DCTA on related strategies across people, process, and technology factors.

Accenture will work with DCTA to define and document a prioritized set of business processes for Human Resources functions using the



PMO capacity model. Set forth below is an initial set of functions from which Accenture and DCTA shall identify a set of activities for definition and development of Desktop Procedures to successfully execute the activities.

The specific business processes for which Accenture will provide documentation to DCTA every two weeks will be outlined in writing at the start of each two-week period and mutually agreed upon between either Chris Newport or Rob Cohan, the Accenture Program Managers, and Paul Cristina, DCTA Interim Chief Executive Officer (CEO), who will serve as DCTA's Project Manager. The Bi-Weekly (every two weeks) Scope deliverable shall become an exhibit hereto and shall be governed by the terms of the Contract and the SOW.

Accenture and DCTA shall also develop a role/responsibilities model to allocate Human Resources and Payroll activity responsibilities to DCTA-retained organization roles and potential third-party personnel under a short-term staffing stabilization framework. Accenture resources may be deployed to fulfill identified and mutually agreed roles/responsibilities on a transition support basis. Any deployment/utilization of Accenture resources in this manner shall be documented and mutually agreed per the Bi-Weekly workplan and deliverable framework.

### ***Business Process Documentation***

- Define and document Desktop Procedures for a prioritized set of Human Resources and Payroll business processes for functions including:
  - Payroll preparation, posting, and reporting
  - Benefits Administration
  - Recruiting/Pre-onboarding:
    - Background Checks
      - Criminal
      - Pre-employment
    - Pre-employment Drug Screens
  - Hiring/onboarding
  - Performance Management
    - Reclassifications
    - Discipline
    - Terminations
    - Leave Administration (FMLA, Administrative Leave, Short- and Long-term Disability)

### **3. Assumptions**

The following are the key assumptions and principles upon which Accenture's scope of Services and pricing are based:

- Accenture staff will perform Services using a hybrid on-site and remote model; Accenture and DCTA shall mutually agree on the appropriate posture composition. DCTA agrees to provide appropriate space, access, and support to enable Accenture personnel to deliver contemplated services at DCTA facilities.
- The Accenture Team will perform Services during DCTA's regular business hours.
- DCTA will commit the necessary resources and management involvement to support Accenture's services.
- DCTA shall set overall direction for the engagement and make choices on direction, options, and priorities. Decisions to be made by DCTA will be made promptly and without delay.
- DCTA shall be responsible for obtaining, at no cost to Accenture, consents for Accenture's use of any third-party products provided by DCTA to Accenture under this SOW.
- DCTA shall be responsible for the performance of any third parties engaged by DCTA in connection with this SOW and ensuring that they cooperate with Accenture.
- DCTA will be responsible for its operation and use of Accenture's services and deliverables, subject to applicable warranties and indemnities, and for determining whether the services and deliverables provided by Accenture under this SOW, including any revised business processes, meet DCTA's business requirements and applicable internal guidelines.
- Accenture and its personnel do not provide and will not be required to provide any legal, regulatory, fiduciary, audit, medical, insurance or tax advice. DCTA will be responsible for obtaining such advice from its own legal counsel or other licensed professionals.

#### **4. Deliverables**

##### **4.1 Bi-Weekly PMO Work and Deliverables Plan:**

At the beginning of every two weeks, Accenture will provide a document for approval that identifies the Human Resources and Payroll processes to be defined and documented

##### **4.2 Bi-Weekly PMO Work Report**

At the end of every two weeks, Accenture will provide a Bi-Weekly Work Report that:

- Provides an overview of work completed and advice provided
- Provides an outline of the work to be completed in the

forthcoming two weeks

- Agreed upon scope for the following two weeks
- Desktop procedures for in-scope activities agreed to for the preceding two weeks

## 5. Team Structure and Project Fees

Accenture shall provide the services using a team-based capacity model to ensure resources are dedicated to the highest value functions and at the appropriate level of detail. Accenture will bill DCTA bi-weekly based on a not-to-exceed team rate of \$50,000, upon submission of each Bi-Weekly Report described above. Unless otherwise agreed to in writing by the parties, the above describes the complete scope of Services for this Statement of Work.

## 6. Period of Performance

The contract term and period of performance for the program management services in this SoW is April 5 to April 20, 2022.

Accepted and Agreed:

Accenture LLP



Rob Cohan  
Managing Director

Denton County Transportation Authority



Paul Cristina  
Interim CEO

## Board of Directors Memo

April 28, 2022

SUBJECT: Discuss and Consider Approval of Financial Authority to Execute Task Order(s) with Accenture, LLC and Agreement(s) with Robert Half Account Temps for Interim Staffing Support Services

### Recommendation

Staff recommends the Board approve authority for expenditure not to exceed \$236,250 to execute Task Order(s) with Accenture, LLC and Agreement(s) with Robert Half Account Temps for Interim Staffing Support Services for the Human Resources and Finance Departments.

### Background

DCTA's Chief Financial Officer has submitted her resignation from the agency and her last day of employment is May 20, 2022. DCTA's Senior Manager of Human Resources submitted her resignation from the agency and her last day of employment was April 12, 2022.

Within the Human Resources team, these resignations leave the agency without a Human Resources Manager who understands the functions of DCTA's Human Resources systems and processes. A new Human Resources & Training Specialist began work at DCTA on April 11, 2022.

Within the Finance team, this and prior resignations leave the agency without executive-level Finance leadership and with several openings in mid-level positions. The Finance team is currently staffed with one (1) permanent and two (2) temporary employees. Three (3) positions are currently vacant.

The staff briefing to accompany this agenda item will review the vacancies and explain how this authority, in-house resources, and other external resources will be used to ensure continuity of business processes within Human Resources and Finance until options and a recommendation can be generated for the Board's approval to achieve long-term approach on continuity of these functions for DCTA.

### Previous Board Activity

The Board has not taken previous action on this item.

### Identified Need

DCTA requires financial authority not to exceed \$236,250 for Interim Staffing Support Services for the Human Resources and Finance Departments.

### Financial Impact

The funding for this Task Order will be accommodated by budget amendment that results in a decrease in net position of \$478,250. The budget amendment amount accounts for multiple items briefed by staff in the agenda item.

Funding this item by budget amendment enables budgeted salary amounts to remain available to facilitate the timely backfill of the open positions.



Projected and realized salary budget savings in the Finance & Accounting and Human Resources departments totals \$473,000.

Exhibits

N/A

Submitted By:

A handwritten signature in blue ink, which appears to read "Paul A. Cristina", is written over a horizontal line.

Paul A. Cristina, Interim CEO



## Board of Directors Memo

April 28, 2022

SUBJECT: Discuss Transformation Initiative and Agency Staffing

### Recommendation

This is a discussion item only. There is no recommendation at this time.

### Background

Accenture assessed the DCTA organization structure and capabilities during Phase I of the Agency Transformation Initiative. Accenture utilized several frameworks to identify opportunities to align the future-state DCTA organizational capabilities with leading practice and the Board's vision expressed at that time.

The scope of the previous assessment included examination of DCTA's reporting structure; the relative level of effort dedicated to transactional, operational, and strategic categories of activity; and functional and technical capabilities across Service Operations, Administrative, Technology, and Finance towers. Initiatives to address findings and Board priorities were developed and incorporated into the Transformation Initiative Roadmap, the final deliverable of Phase I.

Accenture and staff have refreshed the previous analysis to reflect both impacts and opportunities created by recent DCTA events and continued emergence from COVID-related operating conditions. Accenture will present and discuss the organization assessment framework, the previous and refreshed assessments of the DCTA organization, and solicit Board feedback on high-level organization opportunities.

The Board's feedback will be incorporated by Accenture and staff to guide next steps to address organization personnel needs and planning activities for the Board-Staff Strategic Planning Workshop.

Submitted By: Chris Newport  
Chris Newport, Accenture



## Board of Directors Memo

April 28, 2022

SUBJECT: Consider Award of a Task Order with Lockwood, Andrews, and Newnam (LAN) in the amount of \$138,022 for the A-train Enhancement Study

### Recommendation

Staff recommends the Board approve Task Order 13 with Lockwood, Andrews, and Newnam (LAN) in the amount of \$138,022 for the A-train Enhancement Study.

### Background

The DCTA Board is considering opportunities to enhance the value of the A-train as a regional asset and received a briefing at the February Board meeting regarding a planning, engineering, and regional coordination approach that could enable the A-train to increase ridership by accomplishing two (2) objectives being formulated by the Board:

1. Improve schedule and frequency for regional connectivity.
2. Consider service extension to new station at Downtown Carrollton.

The pursuit of these two objectives is driven by an opportunity to align a potential investment decision with DART's anticipated investment to upgrade the segment of track between Trinity Mills and Downtown Carrollton. The staff briefing to accompany this agenda item will provide an overview of the overall approach and work to be undertaken, explanation of how this work builds upon previously completed analyses, and a general schedule of the various components that need to align to accomplish Board objectives.

### Previous Board Activity

The Board received an introductory briefing on this item on March 7, 2022.

### Identified Need

The Board desires to understand infrastructure requirements and costs to accomplish objectives that could enhance the value of the A-train for the region and increase ridership. Staff recommends Board approval of Task Order 13 with Lockwood, Andrews, and Newnam (LAN) in the amount of \$138,022 for the A-train Enhancement Study.

### Financial Impact

The funding for this Task Order will be provided within the existing Rail Services budget.

### Exhibits

Exhibit 1 –Statement of Work – A-train Enhancement Study

Submitted By:

Paul A. Cristina, Interim CEO





**TASK ORDER PROPOSAL**  
**FOR**  
**A-TRAIN ENHANCEMENT STUDY**

**BACKGROUND**

The A-train is a commuter rail service operated by the Denton County Transportation Authority. It consists of a 21.2-mile rail route that runs between the Trinity Mills Station in Carrollton, Texas to the Downtown Denton Transportation Center (DDTC) in Denton, Texas. The A-train operates on 30-minute headways on weekdays. The route is mainly single track with passing sidings, most of which coincide with stations, to support frequent bidirectional operation.

The route has a timetable speed of 60 mph for passenger service but is subject to 14 permanent speed restrictions driven by curvature on the railroad that reduce speed to as low as 20 miles per hour. There are also 12 other speed restrictions on the railroad that are posted as low as 10 miles per hour. An Enhanced Automatic Train Control (E-ATC) system is in place to provide Positive Train Control (PTC).

DCTA operates weekday service with a peak period requirement of 4 Stadler GTW diesel multiple units (DMUs); the agency owns 11 DMUs overall. DCTA received a 2018 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant to upgrade the E-ATC system by improving the granularity of the speed restrictions imposed on the alignment of the track to overcome a 10-minute trip time increase that resulted when the system was installed. No improvements have been made under this effort, which was paused due to the potential for DART Silver Line equipment co-location at the DCTA Maintenance Facility and the associated need for significant train control system changes.

The A-train connects with Dallas Area Rapid Transit's Green Line light rail service at Trinity Mills station. The Green Line runs on variable headways during morning and evening peak periods and 20-minute clockface headways during non-peak periods.

In addition, the Dallas Garland and Northern (DGNO) Railroad is a short line freight carrier that operates on the south end of the A-train corridor from Carrollton to Lewisville Lake during overnight hours, 3 to 4 days per week. This operation is temporally separated from the A-train service.

There are several prior study efforts that have been undertaken as well as current concepts in various states of discussion and development. Prior studies and current concepts that could impact DCTA's performance will be used to support and inform this study. In many cases, specific scenarios listed in the current study have already been analyzed; data from the previous studies will be used wherever applicable.

This task order does not consider the addition of a station in the City of Corinth.

## **PRIOR STUDY EFFORTS**

- A. DCTA Cotton Belt Station Concept Development – In June 2019, DCTA undertook an evaluation of expansion of A-train service southward to the Silver Line (formerly referred to as the “Cotton Belt”) corridor, identifying any potential rail corridor or station area fatal flaws that may inhibit its implementation.
- B. City of Corinth Station Double Tracking Study – In December 2019, DCTA and the City of Corinth analyzed two potential segments of double track in the vicinity of the proposed Corinth Station. The analysis calculated potential runtime reductions achieved by the doubletrack with and without the addition of a station at Corinth. This analysis was then expanded to include potential double tracking locations on the entire A-train corridor that might provide more cost-effective mitigation of the system capacity losses associated with a new Corinth Station. The overall double tracking feasibility work in this study will serve as the high-level environmental screening of double track feasibility of the existing A-train corridor. The results of this study will be used solely to inform the current study with respect to feasible double tracking locations and speed improvement opportunities on the A-train corridor.
- C. Curve Realignment Study – In January 2020, DCTA completed a study of 66 curves on the railroad to understand how modifying the curves by adding superelevation (Ea) and potentially increasing the maximum allowable unbalanced elevation (Eu) could enable increased speeds. The study also considered how the E-ATC system could be modified to accommodate faster speeds. Implementation has not begun on any recommendations from this study.

## **CURRENT CONCEPTS**

- A. Silver Line Maintenance Collocation at the DCTA Maintenance Facility – DCTA and DART are currently working on an arrangement that would allow DART to maintain its Silver Line fleet at the DCTA Maintenance Facility. This would cause non-revenue Silver Line trains to shuttle to and from the DART Downtown Carrollton Station during off-service hours of each day. This movement between the Joint Rail Operations Facility (JROF) and Downtown Carrollton will require an upgrade of the track from its current condition to Federal Railroad Administration (FRA) Class 2, at a minimum. Coordination with DGNO will also be required along this segment as the freight operations are temporally separated from A-train service. Because the Silver Line movements will normally be scheduled to occur during hours when the A-train is not in revenue service, analysis will be required to ensure sufficient operating windows for both Silver Line and DGNO without negatively affecting A-train. In addition, PTC would be initialized in Carrollton for trains returning to the Silver Line. Any malfunction in PTC initialization would cause equipment to have to return to the JROF or make a deadhead move to another location.

- B. A-train Schedule and Frequency Improvement to Enhance Regional Connectivity – Members of the DCTA stakeholder community have expressed interest in achieving better alignment between A-train and DART Green Line schedules, which could include achieving 20-minute A-train headways during much of the day, enhancing interoperability, convenience, and ridership of the A-train. No specific efforts supporting this goal have been completed to date though the results of the Curve Realignment Study would provide important inputs to this new analysis.
- C. A-train Extension to Carrollton – Members of the DCTA stakeholder community have expressed interest in extending the A-train service to serve a new A-train station in Downtown Carrollton, enabling cross-platform transfers between A-train and the Silver Line along with a nearby transfer to the Green Line. This would likely require the upgrade of the track from its current condition to FRA Class 4 and installation of Centralized Train Control (CTC) and PTC.
- D. Upgrade PTC System to Enhanced E-ATC or Interoperable Electronic Train Management System (I-ETMS) – The FRA awarded DCTA a CRISI grant in FY2018 to upgrade its E-ATC system to improve the granularity of the speed restrictions imposed on the alignment of the track to overcome a 10-minute trip time increase that resulted when the system was installed. The stated objective of the grant is to reduce travel time for passengers by up to 6 minutes with wayside modifications, improved Wabtec Train Management Dispatch System (TMDS) and new servers and upgraded software on the Stadler DMUs. Task 2 of the grant's scope of work includes a track study to evaluate feasibility of speed increases through modification of track structure and grade crossing upgrades.

The potential for DART co-location at the DCTA Maintenance Facility became known after award of the grant. The E-ATC upgrade project was put on hold while DCTA is in discussions with FRA and DART about the potential to leverage the funds for installation of I-ETMS on the A-train corridor, which would enable PTC interoperability with DART Silver Line equipment between the JROF and the Silver Line station at Downtown Carrollton. DCTA applied for another grant under the FY2022 CRISI program to upgrade its entire PTC System to I-ETMS. That grant decision is currently pending.

## **SCOPE OF WORK**

### **Task 1 – Enhanced Connectivity to Trinity Mills and/or Downtown Carrollton**

Considering the project recommendations identified in the already completed Cotton Belt Station Concept Development effort and the current concepts listed above, the consultant shall identify capital improvement project elements on the existing A-train corridor that enable enhanced connectivity of the A-train at Trinity Mills. Enhanced connectivity will include reduction of

practical peak operating headways to 20 minutes while still providing the ability to operate an off-peak headway of 30 minutes if required.

With the identified capital improvement elements, the consultant shall evaluate alternatives to create a program of projects that enables extension of A-train service to Downtown Carrollton and enhanced alignment with regional transit schedules, consistent with the above-referenced practical operating headways. The consultant shall develop conceptual E-ATC signal block layout and control line changes required to take advantage of the speed upgrades while controlling capital costs consistent with current DCTA block spacing/control line complexity, or in accordance with other design direction from DCTA.

The consultant shall provide recommendations for phased implementation of the improvements to achieve enhanced connectivity, logically grouped for incremental performance improvement with each installation within current DDTC to Trinity Mills route and the potential future expanded route DDTC to Downtown Carrollton.

The consultant will process up to six (6) A-train corridor network simulations for peak period operations in this task, including alternative capital improvement project elements in the first part of the task and phased implementation in the second part of the task.

#### *Subtask 1A – Confirmation of Platform Concept*

Consultant will provide a high-level analysis of platform concepts for the Downtown Carrollton A-train station by enhancing the effort on the station concepts previously conducted and further evaluating two alternatives:

- Alternative A: Broadway Street Center (Island) Platform Concept
- Alternative B: Broadway Street Single (East Side) Platform Concept

For alternative B, the consultant will perform cost estimates at a 10% level (see task 4) with graphics of the station and evaluate the potential risks and benefits related to construction and operation of both alternatives with graphics of the station concepts including, but not limited to:

- Pedestrian cross-platform connectivity with the Silver Line
- Potential for conflict with other freight railroad operations
- Station geometric/configuration limitations
- Compatibility with Carrollton Master Plan

#### *Subtask 1B – Expanded Double Track Feasibility Assessment*

This task will include expansion of the 2020 double track feasibility assessment for the expanded southern portion of the A-train corridor based on a review of Railroad Valuation Maps, on-line tax maps and guidance from DCTA Engineering. No field survey or other field investigation is required. Any constraints on double tracking such as environmental issues or narrow ROW will be identified by railroad stationing/milepost. High-level feasibility of closing grade crossings

between Trinity Mills and Downtown Carrollton plus new crossing improvements will also be evaluated and depicted. No network simulation is included in this task. Cost estimates for proposed improvements (crossings, single track upgrades and new double track) will be performed as part of task 4.

#### Task 2 – Assessment of Maximum Speed Improvements

The consultant shall determine if the maximum speed on DCTA's main track and sidings can be increased and if so, the associated program of projects needed to achieve those speed increases. The consultant shall develop and test alternatives including moderation or elimination of speed restrictions, along with required modifications of the CTC signal system, modification of the PTC system in accordance with direction from DCTA, and modification of track geometry (i.e., curvature, superelevation, etc.). The consultant shall develop conceptual E-ATC signal block layout and control line changes required to take advantage of the speed upgrades while controlling capital costs consistent with current DCTA block spacing/control line complexity, or in accordance with other design direction from DCTA.

The consultant shall identify thresholds of performance improvements and associated upgrades required as well as provide recommendations for phased implementation of the identified improvements under each alternative to achieve unimpeded travel times through a program of projects, logically grouped for incremental performance improvement with each installation.

The consultant shall provide programmatic cost estimates for the improvements (as part of Task 4), including development of concepts for any updates to highway-rail warning devices, extension of approach circuits on the current system and performance of TxDOT preemption calculations for applicable crossings.

The consultant's work in this task will be limited to the existing A-train corridor. The consultant will process up to six (6) A-train corridor network simulations for peak period operations in this task, including alternative maximum speed improvement strategies in the first part of the task and phased implementation in the second part of the task.

#### Task 3 – Conceptual Operating Plan

The consultant shall develop a conceptual operating plan for the rail segment between Trinity Mills and Downtown Carrollton that identifies scheduled movements by Silver Line equipment moving between the JROF and Downtown Carrollton and scheduled DGNO freight operating windows. The consultant shall evaluate travel times and operational risks for DCTA and Silver Line services for the following scenario:

North Central Texas regional stakeholders upgrade the Trinity Mills to Downtown Carrollton segment from existing conditions to Class 4 track with CTC and PTC and upgrade to constant warning time (CWT) devices, gates, flashers, cantilevers, etc. between Carrollton and Trinity Mills Station for quiet zone. (A-train operation to Downtown Carrollton).

This work shall include development of spreadsheet-based operating plans that are based on single train (travel time) simulations that are also developed in the task. No network simulation is included in this task.

#### Task 4 – Recommended Program of Capital Projects

The consultant shall produce recommended programs of capital projects, based on the analyses completed in Tasks 1 through 3, to address each of the following scenarios:

1. Maximize speed between DDTC and Trinity Mills to enhance regional connectivity
2. Maximize speed and provide connectivity between DDTC and Downtown Carrollton to enhance regional connectivity

The consultant will prepare high level graphics showing simulation results and depicting the crossing, track and station improvements supporting 10% cost estimates, suitable for management and Board presentations that present the recommended program of capital projects under the two scenarios identified above:

- No revenue A-train service to Downtown Carrollton
- Revenue A-train service to Downtown Carrollton

No new simulations or engineering analysis is included in this task.

#### DELIVERABLES

The consultant shall provide task-by-task interim deliverables in the form of Power Point presentations. The consultant shall also provide draft and final presentations at the conclusion of the assignment in two forms, a high-level management presentation suitable for the DCTA Board and a technical presentation suitable for DCTA and DART Engineering and Operations professionals.

All simulation scenarios shall be documented with the following:

- Time-distance string charts showing a representative one-hour period of operation in the peak and one-hour period of operation in the off-peak
- Operating plans showing trip-by-trip and point-by-point scheduled times, along with equipment cycling
- Simulated on-time performance using several different lateness thresholds (including reporting consistent with DCTA's internal performance metrics)
- Train-minutes of signal delay per distance operated (a measure of operating congestion)
- Velocity-distance trip graphs showing simulated speed, civil speed limits and PTC speed limits for end-to-end unimpeded trips



The primary deliverable of the A-train Enhancement Study is a program of projects, in prioritized order, that would provide incremental operational improvements when completed individually or within a group of projects. Assessment of individual improvements will include consideration of other operational benefits that could result from implementation of the identified improvements (i.e., peak fleet requirements analysis and spare margin analysis to determine whether downsizing is supportable in the long term). The projects will be identified by, at a minimum: Name, Milepost Limits, and Programmatic Cost Estimate based on a 10% desktop engineering evaluation.

#### SCHEDULE

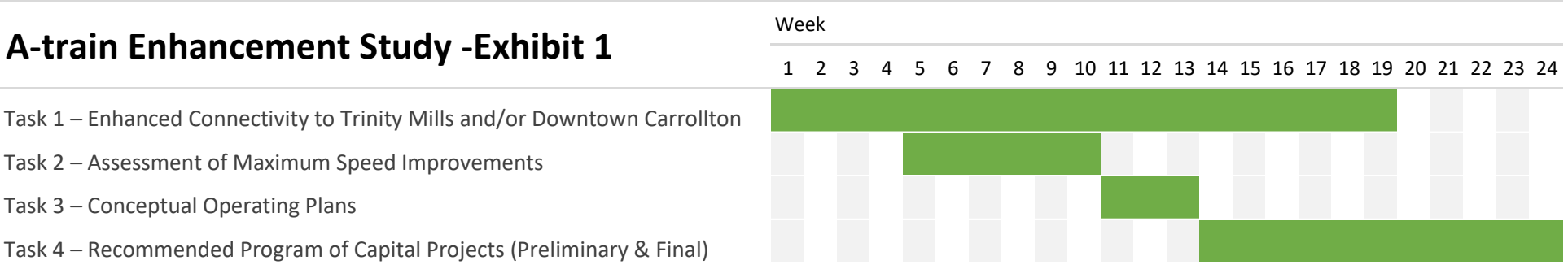
The A-train Enhancement Study is expected to be a 6-month effort. A Gantt chart detailing the proposed schedule is attached in Exhibit 1.

#### COST PROPOSAL

The proposed cost of the A-train Enhancement Study is \$138,022. The detailed cost proposal for this study is attached in Exhibit 2.



# A-train Enhancement Study -Exhibit 1



LTK ENGINEERING SERVICES  
Denton County Transportation Authority  
Sub-Consultant to Lockwood, Andrews, & Newman, Inc.  
A-train Enhancement Study Exhibit 2  
Price Estimate - Calendar Year 2022

Estimate by Staff Category	Hours						Total
	Project Manager	Systems Consultant	Senior Operations Analyst	Operations Analyst	Operations Analyst - QC	Staff Professional	
Project Manager (Donna Bowers)	34						\$6,259
Systems Consultant (Sarah Dahl)		12					\$1,852
Senior Operations Analyst (Bill Lipfert)			22				\$7,617
Operations Analyst (Russell Primeau)				220			\$30,908
Operations Analyst (Jonathan Powell)					36		\$4,703
Staff Professional (Gina Smith)						20	\$1,398
<b>Total Estimate</b>							<b>\$52,737</b>

Estimate by Task	Hours						Total
	Project Manager	Systems Consultant	Senior Operations Analyst	Operations Analyst	Operations Analyst - QC	Staff Professional	
Task 1 - Enhanced Connectivity to Trinity Mills and/or Downtown Carrollton	20		8	88	20		\$21,428
Task 2 - Assessment of Maximum Speed Improvements	4	12	4	80	16		\$17,303
Task 3 - Conceptual Operating Plan	2		2	28			\$4,994
Task 4 - Recommended Program of Capital Projects	8		8	24		20	\$9,012
<b>Total Estimate</b>							<b>\$52,737</b>

2022 HOURLY RATES	Raw Labor 2022	Multiplier	FBR Rate 2022
Project Manager (Donna Bowers)	\$63.32	2.91	\$184.10
Systems Consultant (Sarah Dahl)	\$53.08	2.91	\$154.33
Senior Operations Analyst (Bill Lipfert)	\$119.08	2.91	\$346.23
Operations Analyst (Russell Primeau)	\$48.32	2.91	\$140.49
Operations Analyst QC (Jonathan Powell)	\$44.93	2.91	\$130.63
Staff Professional (Gina Smith)	\$24.04	2.91	\$69.90

# A-Train Enhancements Exhibit 2



## ENGINEERING FEE ESTIMATE

19-Apr-22

DESCRIPTION	HOURS							EXPENSES	TOTAL
	PRINCIPAL	TASK MANAGER	Senior Project Engineer	Senior Railroad Engineer	Senior Engineering Designer	EIT	PROJECT ADMIN AST		
<b>Overall Task Order Management</b>									
Project Kickoff Meeting	0	4		4				\$80.00	\$ 2,376.00
>Review Project Objectives		1							\$ 302.00
>Discuss Project Schedule		1							\$ 302.00
Monthly invoices & Progress Report		4					4		\$ 1,748.00
								<i>Task Sub-total</i>	\$ 4,728.00
<b>TASK 1 Enhanced Connectivity to Trinity Mills/Downtown Carrollton</b>									
<b>Task 1A - Analyze track requirements</b>									
Review previous 2019 track analysis				8					\$ 2,176.00
Review existing trackage from Trinity Mills to Carrollton		0		8	12				\$ 4,132.00
Review railroad valuation maps, tax records and other publicly available right-of-way maps		0		8	8				\$ 3,480.00
Identify existing constraints to double tracking		2		8	20				\$ 6,040.00
Develop and illustrate 10% track master plan for the subject segment		0		12	56				\$ 12,392.00
Review existing grade crossings, identify crossings that might be candidates for closure				8	12				\$ 4,132.00
Develop phased approach and illustrate 10% project crossing improvements		2		12	40				\$ 10,388.00
								<i>Task Sub-total</i>	\$ 42,740.00
<b>Task 4 Recommended Program of Capital Projects</b>									
Develop magnitude of cost for the identified projects		0		8	40				\$ 8,696.00
Compile CIP for the service enhancement to Carrollton		2		6	20		7	\$20.00	\$ 6,461.00
								<i>Task Sub-total</i>	\$ 15,157.00

<b>TOTALS:</b>	0	16	0	82	208	0	11	\$ 100.00	<b>\$ 62,725.00</b>

HOURLY RATES	Hourly Rate
Principal in Charge	\$330
Task Manager	\$302
Senior Project Engineer	\$262
Senior Railroad Engineer	\$272
Senior Engineering Designer	\$163
Engineer in Training (EIT)	\$122
Project Administrative Assistant	\$135

# Downtown Carrollton DCTA Station Concept and Estimate Development

VAI Architects / HED

Exhibit 2 Fee Estimate

4/19/2022

Task	DESCRIPTION	HOURS						Expenses	Total
		Project Principal	Project Manager	Project Architect/ Design	Design Technician	CADD Technician	Administration		
1A	Station Location and Station Concept Side Platform (Single Track) 10%	2	6	16	40				\$ 9,747.20
1C	Station Location and Station Conceptual Center Platform (Double Track)	2	8	12	24				\$ 7,500.80
4	10% Cost Estimate Support - Station Facility (Single Platform Option)	4	12	8					\$ 5,312.00
	<b>TOTAL</b>	8	26	36	64	0	0	\$ -	\$ 22,560.00

HOURLY RATES	Raw Labor	Multiplier	Hourly Rate
Project Principal	92	3.20	294.4
Project Manager	69	3.20	220.8
Project Architect/Designer	58	3.20	185.6
Design Technician	38	3.20	121.6
CADD Technician	32	3.20	102.4
Administrative	28	3.20	89.6
TBD	0	3.20	0

Assumptions
1 Scope of work includes re-evaluation and interaction with existing Silver Line Design for a center and side platforms (figures 5.2, 5.4 & 5.5 of DCTA report)
2 Include evaluation with Utility conflicts and coordination with surrounding developments and City of Carrollton's master plan
3 Includes coordination with Hike & Bike interactions with DCTA station
4 Fee does not include evaluations for additional sites other than the location illustrated on DCTA/LAN report dated June 2019
5 Exhibits and Illustrations will be provided in PDF format
6 Narratives for revisions to DCTA/LAN reports dated June 2019 will be provided for the two concepts evaluated.
7

## Board of Directors Memo

April 28, 2022

SUBJECT: Consider Approval of Monthly Financial Statements for March 2022

### Recommendation

Staff recommends the Board approve the monthly financial statements for March 2022.

### Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports for the period ending March 31, 2022 include the Statement of Change in Net Position, Statement of Net Position, and Capital Projects Budget Report. These reports provide a comparison of year-to-date budget vs. actual as of the current month.

### Previous Board Activity & Action

There has been no previous Board activity on this item.

### Identified Need

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

### Financial Impact

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

- Note A:** Passenger Revenues – YTD favorable by \$82k due primarily to A-train and GoZone ridership of 328k which was 54% higher than budgeted ridership of 213k (\$64k increased revenue).

		YTD FY22 Actual Ridership	YTD FY22 Budgeted Ridership	% Variance, Actual to Budget	YTD FY21 Actual Ridership	% Variance, Actual to Prior Yr
Total Rail Ridership		85,014	70,860	20%	48,445	75%
Connect		76,736	99,486	-23%	102,864	-25%
Access & Zone Service	(A)	10,067	9,931	1%	9,372	7%
GoZone		242,689	142,430	70%	-	N/A
Frisco	(B)	2,924	2,020	45%	1,083	170%
Collin County Transit (CCT)	(B)	3,371	8,033	-58%	4,967	-32%
North Texas Xpress	(C)	935	227	312%	2,261	-59%
University of North Texas	(D)	570,623	856,354	-33%	151,171	277%
Special Movements	(D)	412	-	N/A	-	N/A
Total Bus Ridership		907,757	1,118,481	-19%	271,718	234%
Vanpool	(D)	108,410	-	N/A	101,694	7%
Total System Ridership		1,101,181	1,189,341	-9%	421,857	161%

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

(B) Includes Demand Response service and Taxi service.

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

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

- **Note B:** Contract Service Revenue – YTD unfavorable by \$188k primarily due to lower than budgeted revenue hours (\$149k decreased revenue) and billable fuel costs (\$47k decreased revenue). Average pass-through fuel cost was \$2.81/gallon compared to budgeted \$3.00/gallon and usage of 50k gallons was 20% lower than budgeted usage of 63k gallons.
- **Note C:** Sales Tax Revenue – March sales tax revenue was not yet received as of month-end close and is accrued for the month based on budget. Sales tax generated in March will be received in May.
- **Note D:** Federal/State Grant Revenues - Capital – YTD favorable by \$74k due to a timing difference caused by reimbursements for the Positive Train Control (PTC) project being received earlier than anticipated in the budget. The timing difference will be resolved in April, when the revenue is budgeted to be recognized.

	YTD FY22 Actual Revenue	YTD FY22 Budgeted Revenue	Variance, Actual to Budget
PTC Implementation & Enhancements	\$ 73,657	\$ -	\$ 73,657
	<u>\$ 73,657</u>	<u>\$ -</u>	<u>\$ 73,657</u>

- **Note E:** Federal/State Grant Revenues - Operating – YTD favorable by \$3k due to slight increases in Americans with Disabilities Act (ADA) assistance and vanpool funding, partially offset by unfavorable variances in preventive maintenance funding.

	YTD FY22 Actual Revenue	YTD FY22 Budgeted Revenue	Variance, Actual to Budget
Bus Preventive Maintenance	\$ 541,503	\$ 547,182	\$ (5,679)
Rail Preventive Maintenance	1,901,554	1,909,134	(7,580)
Operating Assistance	3,311,691	3,311,691	-
ADA Assistance	261,983	248,360	13,623
Vanpool	103,102	100,376	2,726
	<u>\$ 6,119,833</u>	<u>\$ 6,116,743</u>	<u>\$ 3,090</u>

- **Note F:** Purchased Transportation Services Expense – YTD unfavorable by \$471k mainly due to higher than anticipated GoZone service costs. The FY22 YTD budget anticipated 66k GoZone service hours; actual YTD GoZone billed hours were 75k (\$363k increased expense). The Trinity Metro Alliance Lyft contract is also higher than budgeted (\$36k) due to higher than anticipated usage; a budget amendment is included in this month's Board meeting packet, along with an adjustment to increase budgeted revenue associated with this contract.

## Exhibits

Exhibit 1(a): Monthly Financial Statements – March 2022

Exhibit 1(b): Capital Projects Budget Report – March 2022

Submitted By:



Marisa Perry, CPA  
Chief Financial Officer/VP of Finance



## DENTON COUNTY TRANSPORTATION AUTHORITY

## CHANGE IN NET POSITION

MONTH AND YEAR TO DATE AS OF MARCH 31, 2022

(UNAUDITED)

	Month Ended March 31, 2022			Year to Date March 31, 2022				
Description	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget	
Revenue and Other Income								
Passenger Revenues	\$ 79,569	\$ 55,036	\$ 24,533	\$ 408,169	\$ 325,872	\$ 82,297	\$ 642,579	Note A
Contract Service Revenues	329,312	392,184	(62,872)	1,834,990	2,023,028	(188,038)	3,915,759	Note B
Sales Tax Revenues	4,014,888	3,534,113	480,775	18,864,120	17,357,831	1,506,289	32,663,897	Note C
Federal/State Grants - Capital	3,397	-	3,397	73,657	-	73,657	4,689,516	Note D
Federal/State Grants - Operating	541,908	539,394	2,514	6,119,833	6,116,743	3,090	21,781,841	Note E
Total Revenues and Other Income	4,969,074	4,520,727	448,347	27,300,769	25,823,474	1,477,295	63,693,592	
Operating Expenses								
Salary, Wages and Benefits	410,742	426,293	15,551	2,093,691	2,543,831	450,140	5,103,643	
Outsourced Services and Charges	307,292	500,678	193,386	1,578,600	2,823,208	1,244,608	5,158,312	
Materials and Supplies	207,622	239,237	31,615	1,027,320	1,527,308	499,988	2,780,594	
Utilities	52,909	43,858	(9,051)	197,042	263,139	66,097	526,281	
Insurance	72,888	141,412	68,524	499,708	857,581	357,873	1,706,052	
Purchased Transportation Services	1,513,888	1,435,303	(78,585)	8,905,084	8,433,863	(471,221)	17,072,456	Note F
Employee Development	12,218	14,813	2,595	36,638	131,549	94,911	235,385	
Leases and Rentals	11,493	11,773	280	70,054	69,628	(426)	139,772	
Depreciation	940,037	1,395,184	455,147	5,672,700	5,680,836	8,136	11,349,464	
Total Operating Expenses	3,529,089	4,208,551	679,462	20,080,838	22,330,943	2,250,105	44,071,959	
Income Before Non-Operating Revenues and Expenses	1,439,985	312,176	1,127,809	7,219,931	3,492,531	3,727,400	19,621,633	
Non-Operating Revenues/(Expense)								
Investment Income	(59,190)	1,000	(60,190)	(57,891)	6,000	(63,891)	12,000	
Gain (Loss) on Disposal of Assets	(1,859)	-	(1,859)	(7,104)	-	(7,104)	-	
Other Income/(Expense) - Miscellaneous	3,662	1,027,200	(1,023,538)	218,016	1,027,200	(809,184)	1,027,200	
Long Term Debt Interest/Expense	(19,724)	(19,817)	93	(114,152)	(118,902)	4,750	(237,800)	
Total Non-Operating Revenues/(Expenses)	(77,111)	1,008,383	(1,085,494)	38,870	914,298	(875,428)	801,400	
Income (Loss) before Transfers	1,362,874	1,320,559	42,315	7,258,801	4,406,829	2,851,972	20,423,033	
Transfers Out	(588,294)	(605,718)	17,424	(3,170,062)	(3,909,313)	739,251	(7,193,067)	
Total Transfers	(588,294)	(605,718)	17,424	(3,170,062)	(3,909,313)	739,251	(7,193,067)	
Change in Net Position	\$ 774,580	\$ 714,841	\$ 59,739	\$ 4,088,739	\$ 497,516	\$ 3,591,223	\$ 13,229,966	





## DENTON COUNTY TRANSPORTATION AUTHORITY

## STATEMENT OF NET POSITION

AS OF MARCH 31, 2022

(UNAUDITED)

	March 31, 2022	February 28, 2022	Change
<b>Assets</b>			
<b>Current Assets</b>			
Cash & Cash Equivalents	\$ 67,697,393	\$ 66,828,738	\$ 868,655
Investments	13,021,178	12,108,865	912,313
Receivables	8,986,890	6,861,205	2,125,685
Prepaid Expenses	489,658	568,496	(78,838)
Inventory	717,988	705,270	12,718
<b>Total Current Assets</b>	<b>90,913,107</b>	<b>87,072,574</b>	<b>3,840,533</b>
<b>Non-Current Assets</b>			
Restricted Cash	679,859	684,109	(4,250)
Capital Assets:			
Land	17,394,147	17,394,147	-
Land Improvements	12,158,726	12,158,726	-
Machinery & Equipment	5,250,731	5,243,986	6,745
Vehicles	93,064,847	93,183,134	(118,287)
Computers & Software	1,791,431	1,791,431	-
Intangible Assets	16,997,155	16,997,155	-
Construction in Progress	3,849,272	3,597,355	251,918
Other Capital Assets, Net	251,986,070	251,986,070	-
Accumulated Depreciation	(101,958,149)	(101,032,898)	(925,251)
<b>Total Non-Current Assets</b>	<b>301,214,090</b>	<b>302,003,216</b>	<b>(789,125)</b>
<b>Total Assets</b>	<b>392,127,198</b>	<b>389,075,790</b>	<b>3,051,408</b>
<b>Deferred Outflow of Resources</b>			
Deferred Outflows Related to Pensions	421,130	421,130	-
<b>Total Deferred Outflow of Resources</b>	<b>421,130</b>	<b>421,130</b>	<b>-</b>
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Accounts Payable	190,094	-	190,094
Accrued Liabilities and Other	1,498,686	1,083,299	415,387
Unearned Revenues	2,844,284	1,078,510	1,765,774
Interest Payable	-	94,428	(94,428)
<b>Total Current Liabilities</b>	<b>4,533,064</b>	<b>2,256,237</b>	<b>2,276,828</b>
<b>Non-Current Liabilities</b>			
Rail Easement Payable	800,000	800,000	-
Bonds Payable	21,265,000	21,265,000	-
Net Pension Liability	65,492	65,492	-
<b>Total Non-Current Liabilities</b>	<b>22,130,492</b>	<b>22,130,492</b>	<b>-</b>
<b>Total Liabilities</b>	<b>26,663,556</b>	<b>24,386,729</b>	<b>2,276,828</b>
<b>Deferred Inflow of Resources</b>			
Deferred Inflows Related to Pensions	152,490	152,490	-
<b>Total Deferred Inflow of Resources</b>	<b>152,490</b>	<b>152,490</b>	<b>-</b>
<b>Net Position</b>			
Net Investment in Capital Assets	283,862,326	283,862,326	-
Unrestricted	77,781,216	77,781,216	-
Change in Net Position	4,088,739	3,314,159	<b>774,580</b>
<b>Total Net Position</b>	<b>\$ 365,732,281</b>	<b>\$ 364,957,701</b>	<b>\$ 774,580</b>



## NORTH TEXAS MOBILITY CORPORATION

## CHANGE IN NET POSITION

MONTH AND YEAR TO DATE AS OF MARCH 31, 2022

(UNAUDITED)

Description	Month Ended March 31, 2022			Year to Date March 31, 2022			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Operating Expenses</b>							
Salary, Wages and Benefits	\$ 532,698	\$ 555,992	\$ 23,294	\$ 2,918,284	\$ 3,606,853	\$ 688,569	\$ 6,590,242
Outsourced Services and Charges	46,251	37,316	(8,935)	236,625	228,156	(8,469)	452,892
Materials and Supplies	-	150	150	126	968	842	1,936
Insurance	6,982	7,635	653	10,154	43,546	33,392	89,337
Employee Development	2,363	4,625	2,262	4,873	29,790	24,917	58,660
<b>Total Operating Expenses</b>	<u>588,294</u>	<u>605,718</u>	<u>17,424</u>	<u>3,170,062</u>	<u>3,909,313</u>	<u>739,251</u>	<u>7,193,067</u>
<b>Income (Loss) before Transfers</b>	(588,294)	(605,718)	17,424	(3,170,062)	(3,909,313)	739,251	(7,193,067)
Transfers In	588,294	605,718	(17,424)	3,170,062	3,909,313	(739,251)	7,193,067
<b>Total Transfers</b>	<u>588,294</u>	<u>605,718</u>	<u>(17,424)</u>	<u>3,170,062</u>	<u>3,909,313</u>	<u>(739,251)</u>	<u>7,193,067</u>
<b>Change in Net Position</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



## NORTH TEXAS MOBILITY CORPORATION

## STATEMENT OF NET POSITION

AS OF MARCH 31, 2022

(UNAUDITED)

	March 31, 2022	February 28, 2022	Change
<b>Assets</b>			
Cash & Cash Equivalents	\$ 298,438	\$ 160,591	\$ 137,847
Receivables	-	-	-
Prepaid Expenses	41,890	48,871	(6,982)
<b>Total Assets</b>	<u>340,328</u>	<u>209,462</u>	<u>130,866</u>
<b>Liabilities</b>			
Accounts Payable	86,625	-	86,625
Accrued Liabilities and Other	253,703	209,462	44,241
<b>Total Liabilities</b>	<u>340,328</u>	<u>209,462</u>	<u>130,866</u>
<b>Net Position</b>			
Change in Net Position	-	-	-
<b>Total Net Position</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**DENTON COUNTY TRANSPORTATION AUTHORITY**  
**CAPITAL PROJECTS BUDGET REPORT**  
AS OF MARCH 31, 2022

Capital Project Number/Name	Project Budget	March 2022 Actuals Booked	Actuals Life To Date	\$ Under/ (Over) Budget	% of Budget (As of March 2022 Close)
<b>Construction Work in Progress</b>					
<b>G&amp;A Capital Projects</b>					
Total 10302 · Infrastructure Acquisition	\$ 3,251,990	\$ -	\$ 2,617,009	\$ 634,981	80%
Total 10404 · Backup Infrastructure Upgrade	45,000	-	-	45,000	0%
Total 10702 · Transportation Reinvestment Program - FY21	100,000	352	52,473	47,527	52%
<i>Close-Out to Operating Expense</i>	<i>(18,557)</i>		<i>(18,557)</i>		
Net Remaining · Transportation Reinvestment Program - FY21	81,444	352	33,916	47,527	
Total 10702.1 · Transportation Reinvestment Program FY21 - Denton	3,424,946	-	5,682	3,419,264	0%
<i>Close-Out to Operating Expense</i>	<i>(5,173)</i>		<i>(5,173)</i>		
Net Remaining · Transportation Reinvestment Program FY21 - Denton	3,419,773	-	509	3,419,264	
Total 10702.2 · Transportation Reinvestment Program FY21 - Highland Village	379,591	-	2,358	377,233	1%
<i>Close-Out to Operating Expense</i>	<i>(2,358)</i>		<i>(2,358)</i>		
Net Remaining · Transportation Reinvestment Program FY21 - Highland Village	377,233	-	-	377,233	
Total 10702.3 · Transportation Reinvestment Program FY21 - Lewisville	3,837,597	-	3,987	3,833,610	0%
<i>Close-Out to Operating Expense</i>	<i>(3,710)</i>		<i>(3,710)</i>		
Net Remaining · Transportation Reinvestment Program FY21 - Lewisville	3,833,887	-	278	3,833,610	
Total 10703 · Transportation Reinvestment Program - FY22	100,000	-	-	100,000	0%
Total 10703.1 · Transportation Reinvestment Program FY22 - Denton	4,263,151	-	-	4,263,151	0%
Total 10703.2 · Transportation Reinvestment Program FY22 - Highland Village	450,500	-	-	450,500	0%
Total 10703.3 · Transportation Reinvestment Program FY22 - Lewisville	5,019,354	-	-	5,019,354	0%
<b>Total G&amp;A Capital Projects</b>	<b>20,842,332</b>	<b>352</b>	<b>2,651,711</b>	<b>18,190,620</b>	<b>13%</b>
<b>Bus Capital Projects</b>					
Total 50307 · Major Maintenance - Bus 2022	179,530	-	-	179,530	0%
Total 50411 · Integrated Fare Payment	600,000	-	-	600,000	0%
Total 50412 · Bus OMF Network Video Recorder	26,000	-	-	26,000	0%
Total 50413 · DDTC Rail Fiber Extension	125,000	-	-	125,000	0%
<b>Total Bus Capital Projects</b>	<b>930,530</b>	<b>-</b>	<b>-</b>	<b>930,530</b>	<b>0%</b>
<b>Rail Capital Projects</b>					
Total 61302 · Joint Rail Operations Facility (JROF)	1,027,200	-	-	1,027,200	0%
Total 61406.1 · Positive Train Control Implementation	16,720,141	3,358	16,117,997	602,144	96%
<i>Close-Out to Capitalized Assets</i>	<i>(16,022,566)</i>	-	<i>(16,022,566)</i>		
Net Remaining · Positive Train Control Implementation	697,575	3,358	95,431	602,144	
Total 61406.2 · Positive Train Control Enhancements	5,000,000	-	148,180	4,851,820	3%
Total 61605 · Brownfield Remediation	420,000	-	403,607	16,393	96%
<i>Close-Out to Operating Expenses</i>	<i>(366,448)</i>	-	<i>(366,448)</i>		
Net Remaining · Brownfield Remediation	53,552	-	37,159	16,393	
Total 61723.1 · Canopy Repairs 2021	486,127	-	175,476	310,651	36%
<i>Close-Out to Operating Expenses</i>	<i>(65,055)</i>	-	<i>(65,055)</i>		
Net Remaining · Canopy Repairs 2021	421,072	-	110,421	310,651	
Total 61724 · Major Maintenance-Rail 2022	1,836,442	248,208	806,370	1,030,072	44%
<b>Total Rail Capital Projects</b>	<b>9,035,841</b>	<b>251,566</b>	<b>1,197,561</b>	<b>7,838,280</b>	<b>13%</b>

DENTON COUNTY TRANSPORTATION AUTHORITY  
CAPITAL PROJECTS BUDGET REPORT  
AS OF MARCH 31, 2022

Capital Project Number/Name	Project Budget	March 2022 Actuals Booked	Actuals Life To Date	\$ Under/ (Over) Budget	% of Budget (As of March 2022 Close)
Total Construction Work in Progress	\$ 30,808,702	\$ 251,918	\$ 3,849,272	\$ 26,959,430	12%



## Board of Directors Memo

April 28, 2022

SUBJECT: Quarterly Investment Report Q2 FY2022

### Recommendation

Staff recommends the Board approve the quarterly investment report for Q2 FY2022.

### Background

The Texas Public Funds Investment Act and DCTA's investment policy require a quarterly investment report signed by DCTA's Investment Officers be presented to the DCTA Board of Directors. The report must include a detail of DCTA's investment position, beginning and ending book and market value of each investment for the quarter, a comparison of the performance of DCTA's portfolio compared to other benchmarks, and a statement of compliance of the investment portfolio with DCTA Investment Policy, Investment Strategy, and the Public Funds Investment Act.

### Previous Board Activity & Action

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

### Identified Need

Provides the Board of Directors a quarterly status of DCTA's investment position.

### Financial Impact

This item is included for informational purposes only; there is no financial impact associated with this item.

### Exhibits

Exhibit 2: Quarterly Investment Report Q2 FY2022

Submitted By:

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

Marisa Perry, CPA

Chief Financial Officer/VP of Finance



## Investment Portfolio Summary

### Denton County Transportation Authority



For the Quarter Ended

March 31, 2022

Prepared by  
HilltopSecurities Asset Management



## Table of Contents / Market Recap

### Report Name

Certification Page

Executive Summary

Benchmark Comparison

Detail of Security Holdings

Change in Value

Earned Income

Investment Transactions

Amortization and Accretion

Projected Fixed Income Cash Flows

#### **MARKET RECAP - MARCH 2022:**

The first quarter of 2022, capped by a dramatic March, brought substantial changes to the financial landscape. However, the change wasn't due to a shift in the economy's performance but rather a begrudging acknowledgement by policy makers that inflation has become a problem that must be dealt with. February's consumer price index, based entirely on conditions that predate Russia's actions in Ukraine, was up +7.9% year-over-year with the core rate up +6.4%. Both were 40-year highs that will track even higher in the months ahead as Russia's invasion of Ukraine has exacerbated inflationary pressures that were already boiling over. Russia is the world's second leading producer of oil behind the United States and the third leading wheat producer, with Ukraine checking in at #9. Ukraine is also a major corn producer, and the world's leader in sunflower production (Russian is #2). The war, together with sanctions against Russia, have taken much of that supply out of the market and sent prices skyward. The S&P GSCI, a global commodities price index, rose 29% in the first quarter and is up 55% over the last year.

Meanwhile, U.S. employment conditions show no signs of moderating. The economy added another 678k jobs during February, taking the six-month tally to 3.5 million and pulling the unemployment rate down to 3.8%. Initial claims for unemployment benefits set new record lows during March while the Job Openings and Labor Turnover survey logged a third straight month with job openings above the 11 million mark. There are now 1.8 job openings for every officially unemployed American actively seeking work.

On March 16th, the Federal Reserve's FOMC finally raised the fed funds target rate, though only by a modest 25 basis points, and also projected at least a 25 basis point rate hike at all six of the year's remaining meetings, while cracking open the door for larger increases if necessary. A few days later, Chair Powell blew the door open in a speech, saying, "The labor market is very strong, and inflation is much too high." He added, "There is an obvious need to move expeditiously to return the stance of monetary policy to a more neutral level, and then to move to more restrictive levels if that is what is required to restore price stability." Near the end of his speech, Powell was even more clear: "If the committee concludes that it is appropriate to move more aggressively by raising the federal funds rate by more than 25 bps at a meeting or meetings, we will do so." In the days that followed, Powell's hawkish message was repeated by a parade of Fed speakers, all indicating in one way or another that they were either in favor of, or open to, a series of larger 50 basis point hikes.

Bond markets, already worried about inflation, were sent reeling by the Fed's abrupt shift to inflation fighting hawks. When the year began, fed funds futures were calling for a mere 75 basis points of hikes this year. By the end of March, fed funds futures were pricing in another 200 basis points of rate hikes and an implied fed funds rate of 2.40% by year end. The yield on the two-year Treasury note, which is very sensitive to monetary policy, shot up 90 basis points from 1.43% at the end of February to 2.34% at the end of March. The 10-year note rose 51 basis points to close at 2.34%. The first quarter will go down as one of the worst bond market performances ever.

**Denton County Transportation Authority**  
**Investment Officers' Certification**

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**For the Quarter Ended**  
**March 31, 2022**

This report is prepared for the **Denton County Transportation Authority** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

**Officer Names and Titles:**



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Name: Marisa P...

Title: Chief Financial Officer/VP of Finance



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Name: Paul Cristina

Title: Interim Chief Executive Officer

### Account Summary

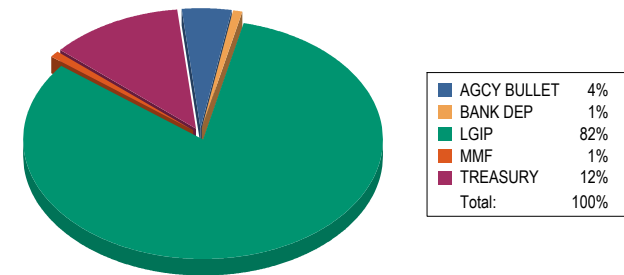
### Allocation by Security Type

Beginning Values as of 12/31/21

Ending Values as of 03/31/22

Par Value	74,932,350.76	79,893,329.17
Market Value	74,977,240.16	79,844,507.12
Book Value	74,981,132.86	79,921,506.38
Unrealized Gain /(Loss)	(3,892.70)	(76,999.26)
<b>Market Value %</b>	<b>99.99%</b>	<b>99.90%</b>

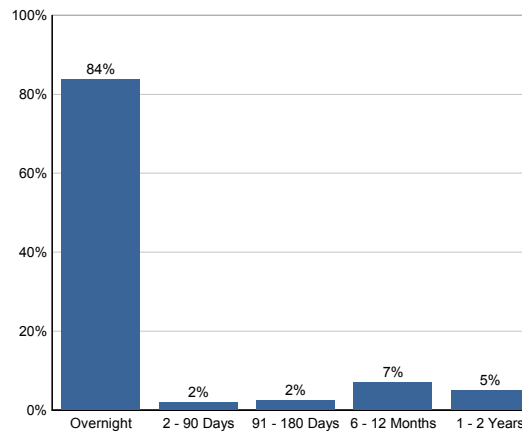
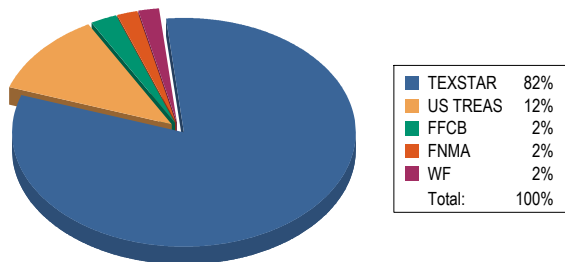
Weighted Avg. YTW	0.044%	0.181%
Weighted Avg. YTM	0.044%	0.181%



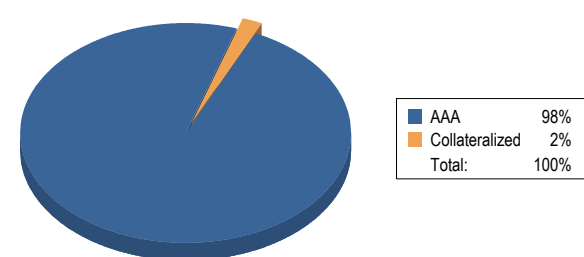
### Allocation by Issuer

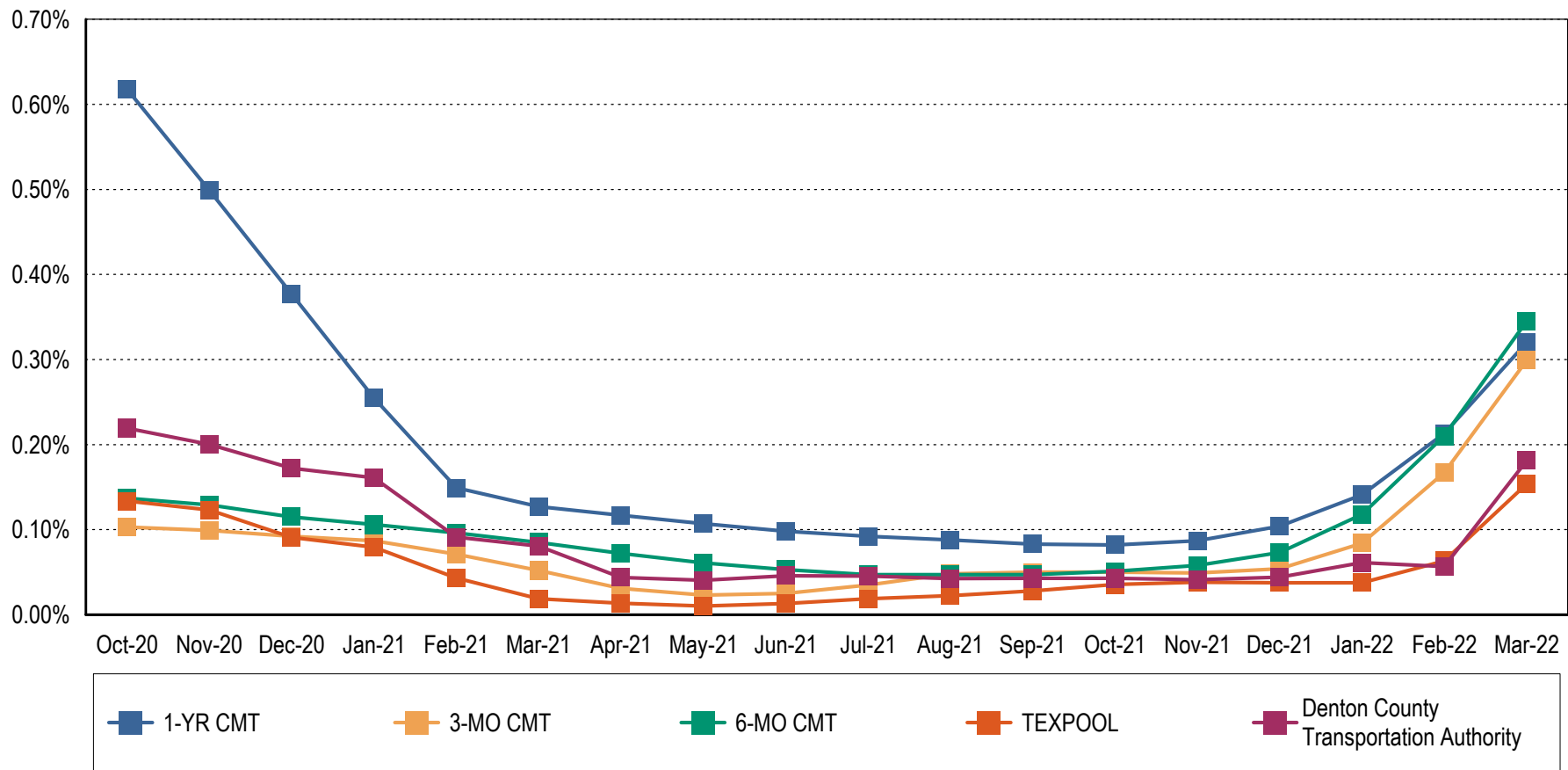
### Maturity Distribution %

### Credit Quality



Weighted Average Days to Maturity: 42





**Note 1:** CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

**Note 2:** Benchmark data for TexPool is the monthly average yield.



**Denton County Transportation Authority**  
**Detail of Security Holdings**  
**As of 03/31/2022**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>2011 Bond Fund</b>																	
WF-MANA		BANK DEP	Wells Fargo Managed Rate					679,859.44	100.000	679,859.44	679,859.44	100.000	679,859.44	1		0.160	0.160
<b>Total for 2011 Bond Fund</b>								<b>679,859.44</b>	<b>100.000</b>	<b>679,859.44</b>	<b>679,859.44</b>	<b>100.000</b>	<b>679,859.44</b>	<b>1</b>		<b>0.160</b>	<b>0.160</b>
<b>Additional Reserve Fund</b>																	
TEXSTAR		LGIP	TexSTAR					1,114,294.35	100.000	1,114,294.35	1,114,294.35	100.000	1,114,294.35	1		0.107	0.107
<b>Total for Additional Reserve Fund</b>								<b>1,114,294.35</b>	<b>100.000</b>	<b>1,114,294.35</b>	<b>1,114,294.35</b>	<b>100.000</b>	<b>1,114,294.35</b>	<b>1</b>		<b>0.107</b>	<b>0.107</b>
<b>Bond Fund</b>																	
TEXSTAR		LGIP	TexSTAR					1,238,153.32	100.000	1,238,153.32	1,238,153.32	100.000	1,238,153.32	1		0.107	0.107
<b>Total for Bond Fund</b>								<b>1,238,153.32</b>	<b>100.000</b>	<b>1,238,153.32</b>	<b>1,238,153.32</b>	<b>100.000</b>	<b>1,238,153.32</b>	<b>1</b>		<b>0.107</b>	<b>0.107</b>
<b>Operating Fund</b>																	
WF-SWEEP		MMF	Wells Fargo Sweep					785,297.17	100.000	785,297.17	785,297.17	100.000	785,297.17	1		0.000	0.000
<b>Total for Operating Fund</b>								<b>785,297.17</b>	<b>100.000</b>	<b>785,297.17</b>	<b>785,297.17</b>	<b>100.000</b>	<b>785,297.17</b>	<b>1</b>		<b>0.000</b>	<b>0.000</b>
<b>Reserve Fund</b>																	
TEXSTAR		LGIP	TexSTAR					4,099,884.40	100.000	4,099,884.40	4,099,884.40	100.000	4,099,884.40	1		0.107	0.107
912828XR6	04/20/21	TREAS NOTE	U.S. Treasury	1.750	05/31/22			1,500,000.00	101.852	1,527,773.44	1,504,115.73	100.222	1,503,329.85	61		0.085	0.085
912828M80	03/16/22	TREAS NOTE	U.S. Treasury	2.000	11/30/22			2,000,000.00	100.680	2,013,593.75	2,012,754.76	100.438	2,008,750.00	244		1.034	1.034
3135G0T94	10/14/21	AGCY BULET	FNMA	2.375	01/19/23			1,570,000.00	102.713	1,612,594.10	1,596,974.04	100.652	1,580,237.50	294		0.224	0.224
3133EMH96	06/25/21	AGCY BULET	FFCB	0.125	06/14/23			2,000,000.00	99.709	1,994,180.00	1,996,442.16	97.838	1,956,758.80	440		0.273	0.273
<b>Total for Reserve Fund</b>								<b>11,169,884.40</b>	<b>100.705</b>	<b>11,248,025.69</b>	<b>11,210,171.09</b>	<b>99.816</b>	<b>11,148,960.55</b>	<b>173</b>		<b>0.317</b>	<b>0.317</b>



**Denton County Transportation Authority**  
**Detail of Security Holdings**  
*As of 03/31/2022*

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>Sales Tax Fund</b>																	
TEXSTAR		LGIP	TexSTAR					58,905,840.49	100.000	58,905,840.49	58,905,840.49	100.000	58,905,840.49	1		0.107	0.107
912796S42	01/25/22	TREAS BILL	U.S. Treasury		07/21/22			2,000,000.00	99.830	1,996,592.75	1,997,863.26	99.796	1,995,930.00	112		0.347	0.347
912828L57	01/25/22	TREAS NOTE	U.S. Treasury	1.750	09/30/22			2,000,000.00	100.895	2,017,890.63	2,013,118.68	100.344	2,006,875.00	183		0.428	0.428
912828ZH6	03/16/22	TREAS NOTE	U.S. Treasury	0.250	04/15/23			2,000,000.00	98.797	1,975,937.50	1,976,908.58	98.465	1,969,296.80	380		1.374	1.374
<b>Total for Sales Tax Fund</b>								<b>64,905,840.49</b>	<b>99.986</b>	<b>64,896,261.37</b>	<b>64,893,731.01</b>	<b>99.958</b>	<b>64,877,942.29</b>	<b>22</b>		<b>0.163</b>	<b>0.163</b>
<b>Total for Denton County Transportation Authority</b>								<b>79,893,329.17</b>	<b>100.087</b>	<b>79,961,891.34</b>	<b>79,921,506.38</b>	<b>99.940</b>	<b>79,844,507.12</b>	<b>42</b>		<b>0.181</b>	<b>0.181</b>



Regular Agenda 09, Exhibit 2

## Denton County Transportation Authority

### Change in Value

From 12/31/2021 to 03/31/2022

CUSIP	Security Type	Security Description	12/31/21 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/22 Book Value	12/31/21 Market Value	03/31/22 Market Value	Change in Mkt Value
<b>2011 Bond Fund</b>											
WF-MANA	BANK DEP	Wells Fargo Managed Rate	698,003.95	83.96	(18,228.47)	0.00	0.00	679,859.44	698,003.95	679,859.44	(18,144.51)
<b>Total for 2011 Bond Fund</b>			<b>698,003.95</b>	<b>83.96</b>	<b>(18,228.47)</b>	<b>0.00</b>	<b>0.00</b>	<b>679,859.44</b>	<b>698,003.95</b>	<b>679,859.44</b>	<b>(18,144.51)</b>
<b>Additional Reserve Fund</b>											
TEXSTAR	LGIP	TexSTAR	1,014,823.08	99,471.27	0.00	0.00	0.00	1,114,294.35	1,014,823.08	1,114,294.35	99,471.27
<b>Total for Additional Reserve Fund</b>			<b>1,014,823.08</b>	<b>99,471.27</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,114,294.35</b>	<b>1,014,823.08</b>	<b>1,114,294.35</b>	<b>99,471.27</b>
<b>Bond Fund</b>											
TEXSTAR	LGIP	TexSTAR	678,055.22	560,098.10	0.00	0.00	0.00	1,238,153.32	678,055.22	1,238,153.32	560,098.10
<b>Total for Bond Fund</b>			<b>678,055.22</b>	<b>560,098.10</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,238,153.32</b>	<b>678,055.22</b>	<b>1,238,153.32</b>	<b>560,098.10</b>
<b>Operating Fund</b>											
WF-MANA	BANK DEP	Wells Fargo Managed Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WF-SWEEP	MMF	Wells Fargo Sweep	374,008.95	473,345.02	(62,056.80)	0.00	0.00	785,297.17	374,008.95	785,297.17	411,288.22
<b>Total for Operating Fund</b>			<b>374,008.95</b>	<b>473,345.02</b>	<b>(62,056.80)</b>	<b>0.00</b>	<b>0.00</b>	<b>785,297.17</b>	<b>374,008.95</b>	<b>785,297.17</b>	<b>411,288.22</b>
<b>Reserve Fund</b>											
TEXSTAR	LGIP	TexSTAR	3,096,570.08	1,511,313.02	(507,998.70)	0.00	0.00	4,099,884.40	3,096,570.08	4,099,884.40	1,003,314.32
WF-PREM	BANK DEP	Wells Fargo Premium Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
912828H86	TREAS NOTE	U.S. Treasury 1.500 01/31/22	1,501,729.52	0.00	(1,500,000.00)	(1,729.52)	0.00	0.00	1,501,648.50	0.00	(1,501,648.50)
313378CR0	AGCY BULET	FHLB 2.250 03/11/22	1,504,571.09	0.00	(1,500,000.00)	(4,571.09)	0.00	0.00	1,506,083.10	0.00	(1,506,083.10)
912828ZG8	TREAS NOTE	U.S. Treasury 0.375 03/31/22	1,501,092.66	0.00	(1,500,000.00)	(1,092.66)	0.00	0.00	1,501,017.00	0.00	(1,501,017.00)
912828XR6	TREAS NOTE	U.S. Treasury 1.750 05/31/22	1,510,289.31	0.00	0.00	(6,173.58)	0.00	1,504,115.73	1,509,784.50	1,503,329.85	(6,454.65)
912828M80	TREAS NOTE	U.S. Treasury 2.000 11/30/22	0.00	2,013,593.75	0.00	(838.99)	0.00	2,012,754.76	0.00	2,008,750.00	2,008,750.00
3135G0T94	AGCY BULET	FNMA 2.375 01/19/23	1,605,395.60	0.00	0.00	(8,421.56)	0.00	1,596,974.04	1,602,246.70	1,580,237.50	(22,009.20)
3133EMH96	AGCY BULET	FFCB 0.125 06/14/23	1,995,703.92	0.00	0.00	738.24	0.00	1,996,442.16	1,994,109.60	1,956,758.80	(37,350.80)
<b>Total for Reserve Fund</b>			<b>12,715,352.18</b>	<b>3,524,906.77</b>	<b>(5,007,998.70)</b>	<b>(22,089.16)</b>	<b>0.00</b>	<b>11,210,171.09</b>	<b>12,711,459.48</b>	<b>11,148,960.55</b>	<b>(1,562,498.93)</b>





## Denton County Transportation Authority

## Change in Value

From 12/31/2021 to 03/31/2022

CUSIP	Security Type	Security Description	12/31/21 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/22 Book Value	12/31/21 Market Value	03/31/22 Market Value	Change in Mkt Value
<b>Sales Tax Fund</b>											
TEXSTAR	LGIP	TexSTAR	59,500,889.48	5,988,693.97	(6,583,742.96)	0.00	0.00	58,905,840.49	59,500,889.48	58,905,840.49	(595,048.99)
912796S42	TREAS BILL	U.S. Treasury 0.000 07/21/22	0.00	1,996,592.75	0.00	1,270.51	0.00	1,997,863.26	0.00	1,995,930.00	1,995,930.00
912828L57	TREAS NOTE	U.S. Treasury 1.750 09/30/22	0.00	2,017,890.63	0.00	(4,771.95)	0.00	2,013,118.68	0.00	2,006,875.00	2,006,875.00
912828ZH6	TREAS NOTE	U.S. Treasury 0.250 04/15/23	0.00	1,975,937.50	0.00	971.08	0.00	1,976,908.58	0.00	1,969,296.80	1,969,296.80
<b>Total for Sales Tax Fund</b>			<b>59,500,889.48</b>	<b>11,979,114.85</b>	<b>(6,583,742.96)</b>	<b>(2,530.36)</b>	<b>0.00</b>	<b>64,893,731.01</b>	<b>59,500,889.48</b>	<b>64,877,942.29</b>	<b>5,377,052.81</b>
<b>Total for Denton County Transportation Authority</b>											
<b>Total for Denton County Transportation Authority</b>			<b>74,981,132.86</b>	<b>16,637,019.97</b>	<b>(11,672,026.93)</b>	<b>(24,619.52)</b>	<b>0.00</b>	<b>79,921,506.38</b>	<b>74,977,240.16</b>	<b>79,844,507.12</b>	<b>4,867,266.96</b>



## Denton County Transportation Authority

## Earned Income

From 12/31/2021 to 03/31/2022

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>2011 Bond Fund</b>									
WF-MANA	BANK DEP	Wells Fargo Managed Rate	0.00	271.38	271.38	0.00	0.00	0.00	271.38
<b>Total for 2011 Bond Fund</b>			<b>0.00</b>	<b>271.38</b>	<b>271.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>271.38</b>
<b>Additional Reserve Fund</b>									
TEXSTAR	LGIP	TexSTAR	0.00	118.17	118.17	0.00	0.00	0.00	118.17
<b>Total for Additional Reserve Fund</b>			<b>0.00</b>	<b>118.17</b>	<b>118.17</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>118.17</b>
<b>Bond Fund</b>									
TEXSTAR	LGIP	TexSTAR	0.00	98.10	98.10	0.00	0.00	0.00	98.10
<b>Total for Bond Fund</b>			<b>0.00</b>	<b>98.10</b>	<b>98.10</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>98.10</b>
<b>Operating Fund</b>									
<b>Total for Operating Fund</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Reserve Fund</b>									
TEXSTAR	LGIP	TexSTAR	0.00	431.42	431.42	0.00	0.00	0.00	431.42
912828H86	TREAS NOTE	U.S. Treasury 1.500 01/31/22	9,415.76	1,834.24	11,250.00	0.00	0.00	(1,729.52)	104.72
313378CR0	AGCY BULET	FHLB 2.250 03/11/22	10,312.50	6,562.50	16,875.00	0.00	0.00	(4,571.09)	1,991.41
912828ZG8	TREAS NOTE	U.S. Treasury 0.375 03/31/22	1,437.16	1,375.34	2,812.50	0.00	0.00	(1,092.66)	282.68
912828XR6	TREAS NOTE	U.S. Treasury 1.750 05/31/22	2,307.69	6,490.39	0.00	0.00	8,798.08	(6,173.58)	316.81
912828M80	TREAS NOTE	U.S. Treasury 2.000 11/30/22	0.00	1,758.24	0.00	(11,648.35)	13,406.59	(838.99)	919.25
3135G0T94	AGCY BULET	FNMA 2.375 01/19/23	16,779.38	9,321.87	18,643.75	0.00	7,457.50	(8,421.56)	900.31
3133EMH96	AGCY BULET	FFCB 0.125 06/14/23	118.06	625.00	0.00	0.00	743.06	738.24	1,363.24
<b>Total for Reserve Fund</b>			<b>40,370.55</b>	<b>28,399.00</b>	<b>50,012.67</b>	<b>(11,648.35)</b>	<b>30,405.23</b>	<b>(22,089.16)</b>	<b>6,309.84</b>



## Denton County Transportation Authority

## Earned Income

From 12/31/2021 to 03/31/2022

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>Sales Tax Fund</b>									
TEXSTAR	LGIP	TexSTAR	0.00	6,434.29	6,434.29	0.00	0.00	0.00	6,434.29
912796S42	TREAS BILL	U.S. Treasury 0.000 07/21/22	0.00	0.00	0.00	0.00	0.00	1,270.51	1,270.51
912828L57	TREAS NOTE	U.S. Treasury 1.750 09/30/22	0.00	6,345.63	17,500.00	(11,250.00)	95.63	(4,771.95)	1,573.68
912828ZH6	TREAS NOTE	U.S. Treasury 0.250 04/15/23	0.00	219.78	0.00	(2,087.91)	2,307.69	971.08	1,190.86
<b>Total for Sales Tax Fund</b>			<b>0.00</b>	<b>12,999.70</b>	<b>23,934.29</b>	<b>(13,337.91)</b>	<b>2,403.32</b>	<b>(2,530.36)</b>	<b>10,469.34</b>
<b>Total for Denton County Transportation Authority</b>									
			<b>40,370.55</b>	<b>41,886.35</b>	<b>74,434.61</b>	<b>(24,986.26)</b>	<b>32,808.55</b>	<b>(24,619.52)</b>	<b>17,266.83</b>



**Denton County Transportation Authority**  
**Investment Transactions**  
**From 01/01/2022 to 03/31/2022**

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>Reserve Fund</b>															
<b>Maturities</b>															
01/31/22	01/31/22	912828H86	TREAS NOTE	U.S. Treasury	1.500	01/31/22		1,500,000.00	100.000	1,500,000.00	0.00	1,500,000.00		0.085	
03/11/22	03/11/22	313378CR0	AGCY BULET	FHLB	2.250	03/11/22		1,500,000.00	100.000	1,500,000.00	0.00	1,500,000.00		0.677	
03/31/22	03/31/22	912828ZG8	TREAS NOTE	U.S. Treasury	0.375	03/31/22		1,500,000.00	100.000	1,500,000.00	0.00	1,500,000.00		0.077	
<b>Total for: Maturities</b>								<b>4,500,000.00</b>		<b>4,500,000.00</b>	<b>0.00</b>	<b>4,500,000.00</b>		<b>0.280</b>	
<b>Purchases</b>															
03/15/22	03/16/22	912828M80	TREAS NOTE	U.S. Treasury	2.000	11/30/22		2,000,000.00	100.680	2,013,593.75	11,648.35	2,025,242.10		1.034	1.034
<b>Total for: Purchases</b>								<b>2,000,000.00</b>		<b>2,013,593.75</b>	<b>11,648.35</b>	<b>2,025,242.10</b>		<b>1.034</b>	<b>1.034</b>
<b>Income Payments</b>															
01/19/22	01/19/22	3135G0T94	AGCY BULET	FNMA	2.375	01/19/23				0.00	18,643.75	18,643.75			
01/31/22	01/31/22	912828H86	TREAS NOTE	U.S. Treasury	1.500	01/31/22				0.00	11,250.00	11,250.00			
03/11/22	03/11/22	313378CR0	AGCY BULET	FHLB	2.250	03/11/22				0.00	16,875.00	16,875.00			
03/31/22	03/31/22	912828ZG8	TREAS NOTE	U.S. Treasury	0.375	03/31/22				0.00	2,812.50	2,812.50			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>49,581.25</b>	<b>49,581.25</b>			
<b>Sales Tax Fund</b>															
<b>Purchases</b>															
01/24/22	01/25/22	912796S42	TREAS BILL	U.S. Treasury		07/21/22		2,000,000.00	99.830	1,996,592.75	0.00	1,996,592.75		0.347	0.347
01/24/22	01/25/22	912828L57	TREAS NOTE	U.S. Treasury	1.750	09/30/22		2,000,000.00	100.895	2,017,890.63	11,250.00	2,029,140.63		0.428	0.428
03/15/22	03/16/22	912828ZH6	TREAS NOTE	U.S. Treasury	0.250	04/15/23		2,000,000.00	98.797	1,975,937.50	2,087.91	1,978,025.41		1.374	1.374
<b>Total for: Purchases</b>								<b>6,000,000.00</b>		<b>5,990,420.88</b>	<b>13,337.91</b>	<b>6,003,758.79</b>		<b>0.716</b>	<b>0.716</b>
<b>Income Payments</b>															
03/31/22	03/31/22	912828L57	TREAS NOTE	U.S. Treasury	1.750	09/30/22				0.00	17,500.00	17,500.00			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>17,500.00</b>	<b>17,500.00</b>			



**Denton County Transportation Authority**  
**Investment Transactions**  
*From 01/01/2022 to 03/31/2022*

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
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**Total for All Portfolios**

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	4,500,000.00	4,500,000.00		0.280	
Total Purchases	8,000,000.00	8,029,000.89		0.796	0.796
Total Income Payments	0.00	67,081.25			

**Denton County Transportation Authority**  
**Amortization and Accretion**  
*From 12/31/2021 to 03/31/2022*

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<b>Reserve Fund</b>											
912828H86	02/12/21	TREAS NOTE	U.S. Treasury 1.500 01/31/22		0.00	101.367	0.00	(1,729.52)	0.00	0.00	0.00
313378CR0	03/13/20	AGCY BULET	FHLB 2.250 03/11/22		0.00	103.110	0.00	(4,571.09)	0.00	0.00	0.00
912828ZG8	02/22/21	TREAS NOTE	U.S. Treasury 0.375 03/31/22		0.00	100.328	0.00	(1,092.66)	0.00	0.00	0.00
912828XR6	04/20/21	TREAS NOTE	U.S. Treasury 1.750 05/31/22		1,500,000.00	101.852	1,527,773.44	(6,173.58)	(23,657.71)	(4,115.73)	1,504,115.73
912828M80	03/16/22	TREAS NOTE	U.S. Treasury 2.000 11/30/22		2,000,000.00	100.680	2,013,593.75	(838.99)	(838.99)	(12,754.76)	2,012,754.76
3135G0T94	10/14/21	AGCY BULET	FNMA 2.375 01/19/23		1,570,000.00	102.713	1,612,594.10	(8,421.56)	(15,620.06)	(26,974.04)	1,596,974.04
3133EMH96	06/25/21	AGCY BULET	FFCB 0.125 06/14/23		2,000,000.00	99.709	1,994,180.00	738.24	2,262.16	3,557.84	1,996,442.16
<b>Total for Reserve Fund</b>					<b>7,070,000.00</b>		<b>7,148,141.29</b>	<b>(22,089.16)</b>	<b>(37,854.60)</b>	<b>(40,286.69)</b>	<b>7,110,286.69</b>
<b>Sales Tax Fund</b>											
912796S42	01/25/22	TREAS BILL	U.S. Treasury 0.000 07/21/22		2,000,000.00	99.830	1,996,592.75	1,270.51	1,270.51	2,136.74	1,997,863.26
912828L57	01/25/22	TREAS NOTE	U.S. Treasury 1.750 09/30/22		2,000,000.00	100.895	2,017,890.63	(4,771.95)	(4,771.95)	(13,118.68)	2,013,118.68
912828ZH6	03/16/22	TREAS NOTE	U.S. Treasury 0.250 04/15/23		2,000,000.00	98.797	1,975,937.50	971.08	971.08	23,091.42	1,976,908.58
<b>Total for Sales Tax Fund</b>					<b>6,000,000.00</b>		<b>5,990,420.88</b>	<b>(2,530.36)</b>	<b>(2,530.36)</b>	<b>12,109.48</b>	<b>5,987,890.52</b>
<b>Total for Denton County Transportation Authority</b>					<b>13,070,000.00</b>		<b>13,138,562.17</b>	<b>(24,619.52)</b>	<b>(40,384.96)</b>	<b>(28,177.21)</b>	<b>13,098,177.21</b>

**Denton County Transportation Authority**

**Projected Cash Flows**

*Cash Flows for next 180 days from 03/31/2022*

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>Reserve Fund</b>						
912828M80	TREAS NOTE	U.S. Treasury 2.000 11/30/22	05/31/22	20,000.00	0.00	20,000.00
912828XR6	TREAS NOTE	U.S. Treasury 1.750 05/31/22	05/31/22	13,125.00	1,500,000.00	1,513,125.00
3133EMH96	AGCY BULET	FFCB 0.125 06/14/23	06/14/22	1,250.00	0.00	1,250.00
3135G0T94	AGCY BULET	FNMA 2.375 01/19/23	07/19/22	18,643.75	0.00	18,643.75
<b>Total for Reserve Fund</b>				<b>53,018.75</b>	<b>1,500,000.00</b>	<b>1,553,018.75</b>
<b>Sales Tax Fund</b>						
912828ZH6	TREAS NOTE	U.S. Treasury 0.250 04/15/23	04/15/22	2,500.00	0.00	2,500.00
912796S42	TREAS BILL	U.S. Treasury 0.000 07/21/22	07/21/22	0.00	2,000,000.00	2,000,000.00
<b>Total for Sales Tax Fund</b>				<b>2,500.00</b>	<b>2,000,000.00</b>	<b>2,002,500.00</b>





## Denton County Transportation Authority

### Projected Cash Flows

Cash Flows for next 180 days from 03/31/2022

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
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#### Total for All Portfolios

April 2022	2,500.00	0.00	2,500.00
May 2022	33,125.00	1,500,000.00	1,533,125.00
June 2022	1,250.00	0.00	1,250.00
July 2022	18,643.75	2,000,000.00	2,018,643.75
<b>Total Projected Cash Flows for Denton County Transportation Authority</b>	<b>55,518.75</b>	<b>3,500,000.00</b>	<b>3,555,518.75</b>

## Board of Directors Memo

April 28, 2022

SUBJECT: Quarterly Grants Report Q2 FY2022

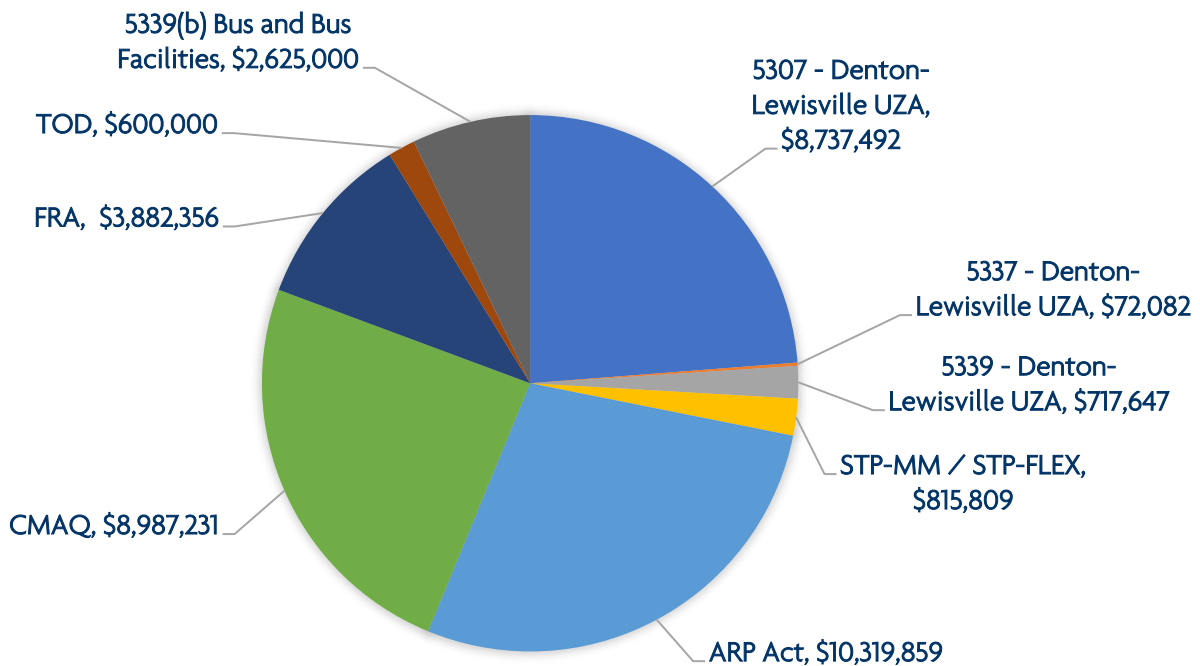
### Recommendation

Staff recommends the Board approve the quarterly grants report for Q2 FY2022.

### Background

DCTA currently has 14 open, fully executed grants that provide reimbursements for various capital projects, rail and bus preventive maintenance, operating assistance, and ADA paratransit service. The grant funding sources include Federal Transit Administration (FTA) and Federal Railroad Administration (FRA). The total grant balance was \$36.8 million as of 3/31/2022. Of this total, \$4.4 million is obligated for Positive Train Control (PTC), \$9.5 million is obligated for the FY17-20 Program of Projects, \$10.3 million is obligated for the American Rescue Plan (ARP) Act, \$9.0 million is obligated for the Congestion, Mitigation & Quality (CMAQ) program, and \$2.6 million is obligated for the competitive Bus and Bus Facilities program.

### GRANTS FUNDING LEVELS \$36.8 MILLION AS OF 3/31/2022



Program	Q1 FY22 Balance	Q2 FY22 Balance	Grant Activity
Denton-Lewisville UZA (5307)	\$ 9,493,213	\$ 8,737,492	Operating Assistance, Fleet Replacement, Bus Preventive Maintenance, Safety & Security, ADA Paratransit
Bus and Bus Facilities (5339)	717,647	717,647	Fleet Replacement, Automated Fare Collection
Fixed Guideway (5337)	1,593,701	72,082	Rail Preventive Maintenance
STP-MM / STP-FLEX	992,568	815,809	PTC Implementation & Vanpool
ARP Act Relief Funding	13,631,550	10,319,859	Operating Assistance
Congestion Mitigation & Air	8,987,231	8,987,231	Land Acquisition & Construction (Old Town)
Consolidated Rail Infrastructure and Safety Improvements (CRISI)	3,882,356	3,882,356	PTC Enhancements
Transit Oriented Development	600,000	600,000	Kansas City Southern (KCS) Rail Corridor study
Bus and Bus Facilities (5339b)	2,625,000	2,625,000	Bus Lite Maintenance Facility
<b>Total</b>	<b>\$ 42,523,266</b>	<b>\$ 36,757,476</b>	

#### Pending Funding and Other Grant Activity

DCTA's FY21 formula funding apportionment of \$9 million has been fully approved through the Transportation Improvement Plan (TIP) process and is available for execution. Funds will be used for operating assistance, ADA paratransit, preventive maintenance, safety & security, and bus facility rehabilitation.

On February 3, 2022, FTA published a partial apportionment of FY22 formula funds from the Bipartisan Infrastructure Law signed in November, in which DCTA was apportioned \$4 million. The full apportionment was authorized in the Omnibus Appropriations Bill on March 15, 2022. Upon publishment of the full apportionment, staff will strategize the most efficient way to program the funds.

Staff submitted documents in January for the Triennial Review and is awaiting follow up comments. The review helps FTA determine whether its recipients are administering FTA-funded programs in accordance with Federal transit law provisions. A virtual site visit is tentatively scheduled for the week of May 30<sup>th</sup> with a final report expected in July. This review spans four years rather than the typical three years due to FTA postponing oversight reviews in 2021 in response to COVID-19.

The table below provides information on all pending grants that have not yet been fully executed.

Program	Amount	Grant Activity	Funding Status
FY19 5339 Formula	\$ 530,768	Fleet Replacement, Enhanced ADA Access	Development; pending project planning by DCTA
FY20 5339 Formula	538,298	Fleet Replacement	Development; pending project planning by DCTA
FY21 POP Formula	9,008,301	Operating Assistance, ADA Paratransit, Preventive Maintenance, Safety & Security	Pending application creation by DCTA
FY22 POP Formula	4,027,582	Not currently programmed	To be programmed by DCTA
<b>TOTAL</b>	<b>\$ 14,104,949</b>		



### Previous Board Activity & Action

There has been no previous Board activity on this item.

### Identified Need

Provides the Board of Directors a quarterly status on grant balances and significant grant activity.

### Financial Impact

This item is included for informational purposes only; there is no financial impact associated with this item. Grant revenues were adopted as part of the FY2022 budget.

Submitted By: Whitney Traylor  
Whitney Traylor, Grants Manager

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

## Board of Directors Memo

April 28, 2022

**Subject:** Consider and Approve a Third Amendment to the Interlocal Agreement (ILA) with Trinity Metro to Increase the Authorization Amount and Consider and Approve Task Order Increase with Lyft for Alliance

### Recommendation

Staff recommends the Board approve the Third Amendment to the Interlocal Agreement (ILA) with Trinity Metro and increase the authorization amount of the Task Order with Lyft to allow for continued services to the Alliance area for the remainder of the funds available from North Central Texas Council of Governments (NCTCOG) in the amount of \$322,500, with \$268,750 of those funds earmarked for Task Order 13 with Lyft until January 31, 2023.

### Background

#### Alliance Zip Zone Background

DCTA and Trinity Metro have agreed to deploy a simplified On Demand Rideshare service by leveraging DCTA's existing contract with Lyft to provide first/last mile mobility services to the Alliance area. After analyzing the ridership data, it was determined that a Lyft program would be a cost-effective solution to the first/last mile challenges experienced by the employees and employers in Alliance.

#### Interlocal Agreement with Trinity Metro

The initial term of the ILA was two years, beginning February 1, 2019, and ending January 31, 2021. The option to extend for an additional 12-month period was exercised and ended on January 31, 2022. With Board approval, DCTA and Trinity Metro approved an extension of the contract for one additional year to allow the continuation of services for the first/last mile mobility needs in the Alliance area beginning on February 1, 2022, through January 31, 2023.

Trinity Metro secured a total of \$500,000 in Regional Toll Revenue (RTR) funding from the North Central Texas Council of Governments (NCTCOG) to deploy an on-demand solution to the Alliance area in partnership with DCTA until January 31, 2023, for first/last mile mobility services, contract management, billing, reporting, and data analytics.

The current spend since inception of the program through February 28, 2022 is as follows:

Fiscal Year	Lyft Expenses	Admin Fee	Total Spend
2/1/2019-1/31/2020	\$ 30,111.88	\$ 6,022.37	\$ 36,134.25
2/1/2020-1/31/2021	\$ 51,628.13	\$ 10,325.64	\$ 61,953.77
2/1/2021-1/31/2022	\$ 78,012.31	\$ 15,602.47	\$ 93,614.78
10/1/21-02/28/2022	\$ 68,886.68	\$ 13,777.33	\$ 82,664.01
Total	\$ 244,846.03	\$ 48,969.20	\$ 293,815.23

Trinity Metro advised that all marketing costs have been utilized from its operating budget to utilize all grant funds from NCTCOG for the mobility services and DCTA administrative fees. An amendment was executed by NCTCOG in 2021 to extend all remaining funds of the initial \$500,000 through February 1, 2023. Once the contract expires, Trinity Metro intends to have its own program in place and will assume all services. It currently has a pilot program running to evaluate its future needs.

#### Previous Board Activity & Action

- January 24, 2019: Board approved the initial program for two-years, plus a one-year optional renewal
- January 27, 2022: Board approved the extension of services for an additional year, scheduled to expire on January 31, 2023

#### Identified Need

Employers continue to face retention issues due to transportation challenges experienced by employees. Continuation of a first/last mile program connected with Trinity Metro's 16 and 63X routes as well as the North Park & Ride allows employees traveling from Denton and Fort Worth to access employment opportunities, notwithstanding personal transportation challenges. Providing this service meets DCTA's stated objectives of improving mobility, air quality, economic development opportunities, and livability.

#### Financial Impact

The program costs attributed to DCTA activities will be fully reimbursed by Trinity Metro, as provided by NCTCOG RTR funds and other budgeted funds. A budget amendment is included in the April packet for Lyft \$138,314 in operating expenses and \$27,663 for Administrative Fees for a total of \$ 165,977 for FY22. Funds for services will be included in the FY23 budget.

#### Exhibits

Exhibit 1: Third Amendment to ILA with Trinity Metro

Exhibit 2: Task Order #13.2 Lyft for Alliance Services

Submitted By:   
Rusty Comer, Senior Manager of Mobility Services

Final Review:   
Brandy Hazel, Manager of Contracts and Procurement

<b>STATE OF TEXAS</b>	§	
	§	
	§	<b>THIRD AMENDED AND RESTATED</b>
	§	<b>INTERLOCAL COOPERATION</b>
	§	<b>AGREEMENT</b>
<b>COUNTIES OF DENTON</b>	§	
<b>AND TARRANT</b>	§	

This Third Amended and Restated Interlocal Cooperation Agreement (“Agreement”) is made by and between Denton County Transportation Authority (“DCTA”) and Fort Worth Transportation Authority (doing business as and hereinafter referred to as “Trinity Metro”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

### **RECITALS**

**WHEREAS**, DCTA is a coordinated county transportation created under Chapter 460 of the Texas Transportation Code; and

**WHEREAS**, Trinity Metro is a regional transportation authority existing and operating under Chapter 452 of the Texas Transportation Code; and

**WHEREAS**, Trinity Metro operates a transportation system, including bus service, in municipalities and unincorporated areas of Tarrant County, Texas, that have joined or contracted for service with Trinity Metro; and

**WHEREAS**, Alliance, Texas (“Alliance”) is a master-planned, mixed-use community located in north Fort Worth, Texas, and Denton and Tarrant Counties, and is home to roughly 500 companies; and

**WHEREAS**, the Parties previously entered into that certain Interlocal Cooperation Agreement on February 1, 2019 (the “Original Agreement”), for DCTA to provide Trinity Metro first/last mile, on-demand services (the “Services”) in Alliance, Texas, solely by DCTA’s utilization of existing contract(s) with mobility provider(s), (i.e., Lyft, Inc.); and

**WHEREAS**, the Parties entered into that certain First Amended and Restated Interlocal Cooperation Agreement on June 10, 2019; and

**WHEREAS**, the Parties entered into that certain Second Amended and Restated Interlocal Cooperation Agreement to extend the Term of the Agreement through January 31, 2023, on February 2, 2022;

**WHEREAS**, the Parties now desired to enter into a Third Amended and Restated Interlocal Cooperation Agreement to increase the contract amount for services of the Agreement through January 31, 2023;



**NOW, THEREFORE**, in consideration of the terms and conditions contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **Article I Purpose**

DCTA may execute a task order for the Initial Term with a contracted mobility provider to provide first/last mile mobility services in Alliance, Texas to replace the 9-month Alliance Link pilot program, as operated by MV Transit which expired January 31, 2019. The hours of operation shall be agreed upon by the Parties and adjusted based on ridership.

## **Article II Term/Notice of Extension/Termination**

2.1 Term. The Term of the Agreement will be twelve (12) months, commencing on the Effective Date of February 1, 2022, and terminating on at 11:59pm Central Time on January 31, 2023.

2.2 Termination. Either Party may terminate this Agreement, with or without cause, by giving sixty (60) days prior written notice to the other Party. In the event of such termination, each Party shall be entitled to compensation for any services completed, in the reasonable judgment of the other Party, in accordance with this Agreement prior to such termination.

## **Article III Payments for Service**

3.1 The Funding. Trinity Metro will utilize a \$500,000 allocation of funding received by Trinity Metro (the “Funding”) from the North Central Texas Council of Governments to provide the Services in Alliance utilizing DCTA’s contract with a mobility provider (i.e., Lyft, Inc.). Trinity Metro has utilized \$293,815.23 of the Funding leaving a remaining balance of \$206,184.77. Trinity Metro shall have through January 31, 2023, to utilize the remaining balance of \$206,184.77.

3.2 Reimbursement of DCTA. DCTA shall be reimbursed for one hundred percent (100%) of all costs for the Services invoiced from the mobility provider associated with this Agreement, with an administrative fee equivalent to 20% of the Remaining Balance.

3.3 Invoicing. On or before the fifteenth (15<sup>th</sup>) day of each calendar month during the Initial Term or any extended term of this Agreement, DCTA shall prepare a written invoice to Trinity Metro including number of trips, operating expenses, administrative management fees, and reasonable supporting materials for the Services provided in the previous month.

3.4 Payment. Trinity Metro shall pay DCTA within thirty (30) days of the receipt of each monthly compliant invoice using either the Funding or other Trinity Metro funds.

3.5 Current Revenues. To the extent applicable, Trinity Metro and DCTA acknowledge that Trinity Metro shall make payment of the aforementioned sums from current revenues available, even if the amounts exceed the initial \$500,000 from the North Central Texas Council of Governments for these specific services and administrative fees.

#### **Article IV**

##### **Responsibilities of the Parties: Fare Collection**

4.1 Branding. Since both Parties agree that the Services should be rebranded from the current nine (9)-month pilot program referred to as “Alliance Link,” Trinity Metro will assume responsibility for the branding of the Services. The Services will not share branding with DCTA or any other entity, except as legally required according to existing contracts.

4.2 Marketing. Trinity Metro will be responsible for creating the marketing and communication plan (the “Plan”) for the Services, with input from DCTA. Additionally, Trinity Metro will be fiscally responsible for costs for marketing programs, tactics, and strategies outlined in the Plan. Trinity Metro will share creative materials prepared pursuant to the Plan with DCTA, including branding materials, and DCTA will support marketing and communications tactics, as outlined by the Plan, so that existing and potential customers in DCTA’s transit area become aware of the Services. DCTA will be responsible for any costs associated with marketing or communicating the Service to its customers to the extent such marketing is not included in the Plan.

4.3 Business Development. Trinity Metro will be responsible for informing businesses in Alliance of the transition of the pilot program “Alliance Link” to the Services as set out in this Agreement and will provide information and marketing to those businesses about the Services.

4.4 DCTA Maintains Contract. Provided Trinity Metro is performing its obligations under this Agreement, DCTA will enforce its rights and comply with its obligations under its existing contract with Lyft, including the General Services Agreement and the applicable Task Order(s).

4.5 Fare. Customers who purchase a local fare from either Trinity Metro or DCTA, and then transfer to use the Services will not be required to pay an additional fare for utilizing the Services. Either Party may modify its own local fare structure, as needed, but will not impose a fare for the Services.

#### **Article V**

##### **Dispute Resolution**

The Parties agree to make a good faith effort to resolve through informal discussions any disagreement or other dispute between them in connection with this Agreement (a “Dispute”). If a Dispute cannot be resolved through informal discussions, before seeking an alternative remedy, either Party must submit a written complaint to the other Party setting out the basis of the complaint and a proposed resolution to the Dispute. The Party receiving the complaint must respond in writing within twenty-one (21) days after receipt of the complaint, by accepting the proposed

resolution, rejecting the proposed resolution, or proposing an alternative resolution to the Dispute. If the proposed resolution is rejected, the Parties may seek alternative remedies as they deem appropriate. If an alternative resolution is proposed, the recipient of that alternative proposal shall, within twenty-one (21) days after receipt, either accept the alternative or reject it. If it is rejected, the Parties may seek alternative remedies as they deem appropriate. Subject to the procedure outlined in this section, both Parties will have all legal remedies allowed to them by applicable law. The provisions of this section are strictly limited in scope to serve as a prerequisite to the enforcement of remedies under this Agreement. Failure by either Party to raise a Dispute through this process shall not constitute waiver or acceptance of an alleged violation of this Agreement.

## **Article VI Miscellaneous**

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

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

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

6.4 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 or Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

6.7 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.

6.8 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:

Paul Cristina  
Interim Chief Executive Officer  
DCTA  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75067  
Phone: 972-221-4600

With Copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower, 500 North Akard  
500 North Akard  
Dallas, Texas 75201  
Phone: 214-965-9900

If intended for Trinity Metro:

Fort Worth Transportation Authority  
Attn: Paul J. Ballard  
President and Chief Executive Officer  
Trinity Metro  
801 Grove Street  
Fort Worth, Texas 76102

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

6.10 Exhibits. The Exhibits attached hereto are incorporated herein.

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

6.12 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.

6.13 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.

6.14 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.

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

6.16 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 workspace in order to conduct audits in compliance with the provisions of this Agreement. Each Party shall give the other Party advance written notice of at least forty-eight (48) business hours of intended audits.

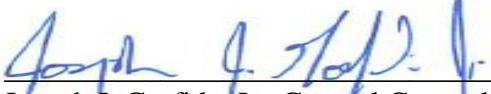
*(signature page to follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Denton County Transportation Authority**

By: \_\_\_\_\_  
Paul Cristina, Interim Chief Executive Officer

Approved as to form:

By:   
\_\_\_\_\_  
Joseph J. Gorfida, Jr., General Counsel  
(04-04-2022:TM 128832)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Fort Worth Transportation Authority  
("Trinity Metro")**

By: \_\_\_\_\_  
Paul J. Ballard  
President and Chief Executive Officer



## Denton County Transportation Authority Task Order

Task Number:	13.2	Project ID:	17-03	Grant #	N/A
Contractor:	Lyft, Inc.				
Project Name:	Alliance Lyft Program (aka ZipZone)				
DCTA Account Code:	240-50810		Approved Budget Yes <input type="checkbox"/> No <input type="checkbox"/>		
Project Lead	Rusty Comer				
Cost Estimate	\$268,750				
Not to Exceed Budget	\$268,750				
<p>This Agreement consists of the following items:</p> <ul style="list-style-type: none"> <li>A. Task order</li> <li>B. DCTA solicitation number 17-03, plus addenda</li> <li>C. Master agreement dated July 7, 2017</li> <li>D. Response to solicitation number 17-03</li> </ul> <p>In the event there exists a conflict in interpretation, the documents will control in the order listed above.</p>					
<p>This Denton County Transportation Authority Task Order #13.1 ("Task Order") shall be governed by the terms and conditions of the General Services Agreement executed by the parties on or around July 7, 2017 and amended on June 19, 2020 by parties via Amendment No. 1 and Amendment No. 2 to the General Services Agreement ("Agreement"). Capitalized terms used but not defined in this Task Order shall have the meanings provided to them in the Agreement. In the event of any direct conflict between the terms of this Task Order and the terms of the Agreement, then the terms of this Task Order shall control.</p> <p>Program to provide a subsidy for Lyft rides in the Alliance Airport area in Denton and Tarrant Counties. Qualified rides will be fully subsidized if beginning or ending in the designated time block and geofenced area which is outlined in Attachment A. The term of this task order shall commence on February 1, 2022 and continue through January 31, 2023 for a maximum budget of \$268,750 unless terminated with a 60-day written notice.</p>					
Contractor:				Date	



DCTA Project Manager: Rusty Comer		Date	
DCTA AVP: Javier Trilla		Date	
DCTA Interim CEO: Paul Cristina		Date	

Exhibit A  
**TASK ORDER #13**

1. **Overview.**

The intent of this Task Order is for Lyft Inc. to provide, on behalf of DCTA, on-demand rideshare services. Lyft will be partnering with Trinity Metro to implement a ride-sharing program in the Alliance, TX area, serving transit hubs and business parks within a designated geofence in Denton and Tarrant Counties to primarily assist in providing first/last mile connectivity from the existing transit network for workers to employment opportunities. DCTA has identified the service of Transportation Network Companies (TNC) as important to address first mile / last mile connections in the agency's service area.

Beginning in February 2019, this program has provided users participating in this program a full fare subsidy of rides taking place within a designated geofence and time block. This program is meant to replace and enhance a pilot on-demand shuttle program, the Alliance Link shuttle, that served the area for 8 months. This program will also provide existing customers of that program the option to be automatically enrolled in this Lyft program.

2. **Term.**

The term of this task order shall commence on February 1, 2022 and continue through the sooner of (a) January 31, 2023 or (b) until the Budget is exhausted ("**Term**") unless terminated with a 60-day written notice in accordance with the Agreement. Upon reaching the Budget limit, Partner may increase their Budget as needed via email to transit@lyft.com

3. **The Dashboard.**

- i. **Access to the Dashboard.** In order for Partner to manage the Programs, Lyft will provide Partner with access to an online portal owned and hosted by Lyft (the "**Dashboard**"). As related to the Concierge Service, Partner may also use the Dashboard to request rides for Users. Additionally, Lyft grants Partner a non-exclusive, non-transferrable limited license to use the Dashboard solely in connection with the Programs during the Term. Partner shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Materials; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Lyft Materials to any unaffiliated third party except as may be provided in this Agreement; or (c) interfere with, modify or disable any features or functionality of the Lyft Materials. Lyft reserves all rights not expressly granted to Partner under this Agreement.
- ii. **Partner Administrator.** Partner will designate at least one (1) authorized personnel of Partner to serve as Partner's administrator (each, an "**Administrator**") and the Administrator will be required to create Dashboard login credentials to access and use the Dashboard. Partner is responsible and, to the extent allowed by law, will indemnify Lyft for all activity occurring under Partner's Dashboard login credentials, except to the extent caused by Lyft's breach of this Agreement. Partner will contact Lyft upon known or suspected unauthorized use under Partner's Dashboard or if Dashboard login credentials information is lost or stolen.

4. **Concierge Service.**

- i. **General.** Under the Concierge Service, an Administrator may request a Ride for a User by submitting such request in the Dashboard (each, a “**Request**”). Each Request will include all relevant Ride information, including but not limited to, the User’s first and last name, pick-up and drop-off location, and telephone number (collectively, “**User Information**”). Lyft will transmit the Request via the Lyft Platform to available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. If the Request is accepted by a Driver, the Driver whom accepted the Request will provide the Ride to the User. Lyft or the Driver may contact the User via the calling or texting features within the Lyft App to provide updates on the Request. If the Request is not accepted by a Driver, a notification of non-acceptance will be sent via the Dashboard. In the event of a cancellation by a Driver, Partner will be notified of such cancellation via the Dashboard. Any Request cancellations by Partner or no-shows by Users will be subject to Lyft’s cancellation policy. Partner will pay Lyft for all Rides under the Concierge Service (“**Concierge Rides**”). All Concierge Rides are subject to prime-time surcharges and Driver availability.
- ii. **Ride Requests.** When submitting a Request, Partner consents on behalf of itself and each User to allow Lyft to use the User Information to (a) send transactional SMS texts to the User relating to the Request and User’s Ride; (b) share the User Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the User and pick-up and drop-off location; and (c) use and store the User Information for the internal purposes of Lyft, subject to the Lyft Privacy Policy. Partner represents and warrants that (i) Partner will only submit Requests for Users whom are eighteen (18) years of age or older; and (ii) Partner has obtained all necessary consents from each User to share such User Information for the purposes set forth herein.

5. **Additional Obligations.**

Lyft Obligations.

1. **Geographic Area of Service:** The activities described herein shall take place in the Alliance, TX area as set forth in the map hereto attached as Attachment 1 (“Program Map Area”)
2. **Partner Codes:** Lyft will provide Partner with a coupon codes (the “Partner Code”) for use with this Agreement, with the following restrictions:
  - o Credit Value: Each Partner Code shall have a credit value of up to \$50 on up to 50 rides per month. If a Partner Code User books a trip in excess of 50 times the Partner Code discount will not apply to the trip.
  - o Valid Use: Valid for use by all Users who (a) download and install the Lyft App on a compatible mobile device; (b) create and maintain an active Lyft account, including agreeing to Lyft’s Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (c) successfully redeem the Partner Code in the User’s Lyft App; (d) take a completed ride via the Lyft App which qualifies for Partner Code redemption under this Agreement; and (e) successfully apply the Lyft credit associated with the Partner Code at the end of the ride.
  - o Code Expiration: Each Partner Code and its corresponding ride credits will expire under the following conditions: (a) upon termination of this Agreement, pursuant to the provisions

herein, by either party or by the expiration of the Term; or (b) upon a mutually agreed upon time and date by the parties prior to creation of the Partner Codes.

o Other Code Restrictions:

- The Partner Codes will be for travel limited by a geofence as outlined and detailed in **Attachment 1**. DCTA reserves the right to amend this task order with changes to the geofence as needed to meet program goals.
- The Partner Codes will be for Lyft Economy rides only. The code does not apply to Lyft Lux, Lux Black, XL or Black XL.
- During the Term of this Agreement, the parties agree that no more than an amount of 10,000 Partner Codes may be available for redemption, unless otherwise amended in writing and consent by the parties.
- Time blocking – Partner codes will be limited to rides taken Monday through Friday Monday through Friday 4:30am to 7:30pm local time, and Saturdays and Sundays between 5:30am-7:30am local time and 4:00pm-7:30pm local time, unless otherwise amended in writing and consent by the parties. DCTA will have the option to amend and adjust time blocking for this program at a minimum of every two weeks.

3. **Special Program Parameters:** Any authorized customer who enters the DCTA partner code option within the Lyft platform is entitled to a complete fare subsidy applied to a qualified trip within the program time block.

To ensure continuity between this Lyft program and the previous Alliance Link shuttle pilot, DCTA will have the option of dropping partner codes to automatically enroll customers into the program based on a predetermined customer list. Phone numbers linked to a Lyft account will be used to enroll customers in the program with the same privileges new customers entering the promo code will be entitled to.

4. **Reporting:** Each month, along with the invoice, Lyft will provide Partner with report regarding the usage of the Partner Codes. Each report shall include the data fields as outlined in **Attachment 2**.
5. **Marketing:** Lyft agrees to promote the Partner Code as mutually agreed upon by the parties. Lyft shall provide, at its sole cost and expense, design work (digital and/or print) for promotion of the Partner Code as mutually agreed upon by the parties, such agreement not to be unreasonably withheld.

Partner Obligations.

1. Partner agrees to pay for any usage of the Partner Codes, subject to the terms and conditions herein. Any amount of the ride fare that is greater than the credit value of the Partner Code, Lyft shall charge the User's personal payment amount as associated with the User's Lyft account.
2. The parties agree that the intention of this Agreement is to ensure Partner does not spend or incur a payment obligation of more than \$74,500 associated with Partner Codes ("**Budget**"), unless modified or amended in writing by Partner. Lyft shall implement reasonable procedures to cancel or suspend Partner Codes within two (2) business days of reaching or surpassing the Budget.
3. Partner agrees to promote the Partner Code via Partner's official website, blog, social media accounts, and additional marketing channels as mutually agreed upon by the parties.

6. **Fees; Payment.**

Each month during the Term, Lyft will invoice Partner for the full dollar amount for all charges associated with Concierge rides requested by Partner and Partner Codes redeemed by Partner or Users for the preceding month. Payment is due within thirty (30) days of invoice date. All invoices shall be sent to Partner by the 10<sup>th</sup> of each month for the preceding month. All late payments shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowed by applicable law. Upon delivery or activation of the Partner Codes from Lyft to Partner, Partner is responsible for any and all activity relating to the Partner Codes and will indemnify Lyft for any claims related to Partner's use thereof. Lyft has the right to invoice Partner for any usage of Partner Codes by Partner or Users, even after expiration of the Term.

7. **Contacts.**

For Lyft:

Name: Paul Davis  
Email: pdavis@lyft.com

For Partner:

Name: Rusty Comer  
Email: rcomer@dcta.net

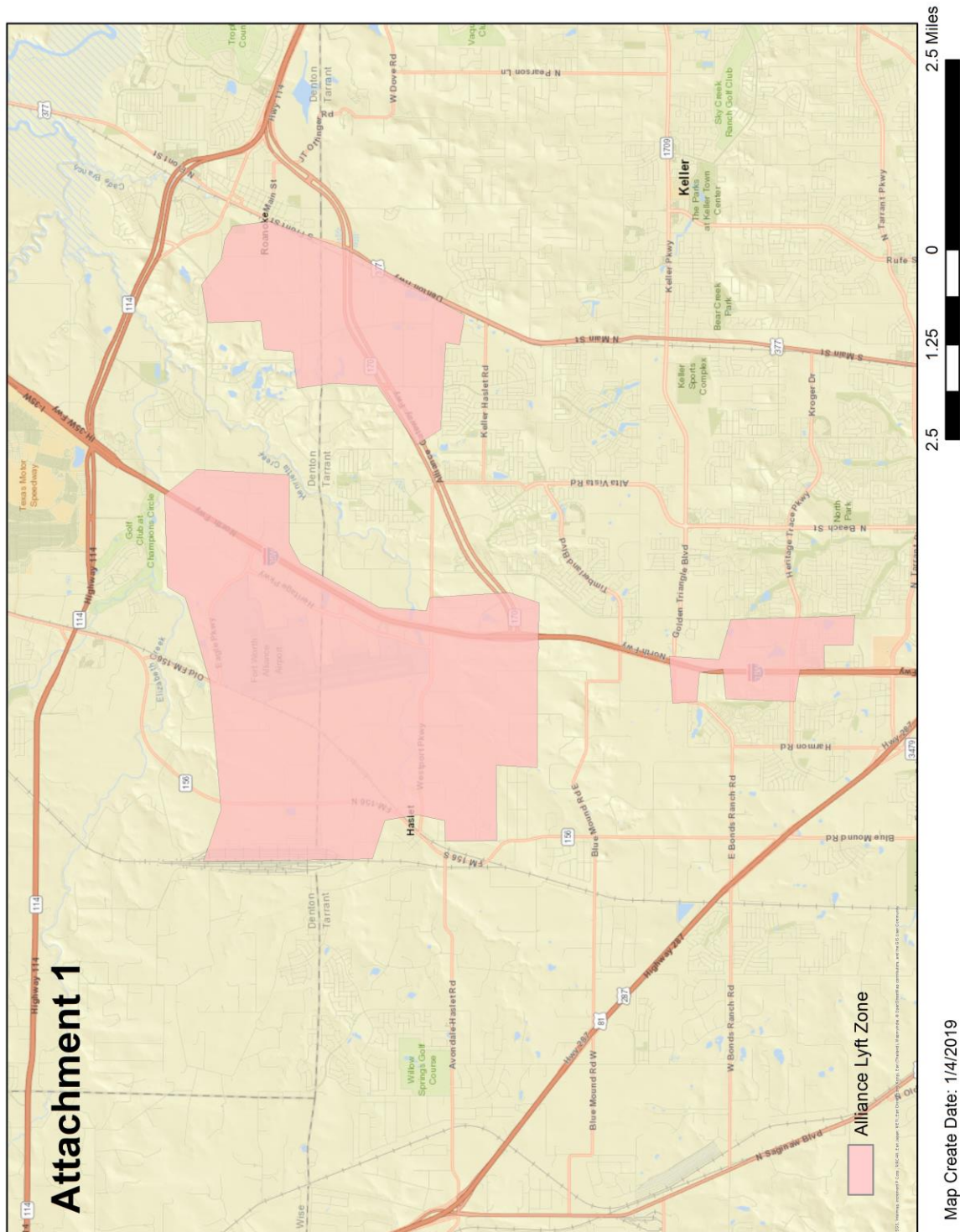
8. **Conditions.**

On July 7, 2017, Lyft and Partner entered into that certain General Services Agreement under which Lyft and Partner agreed to launch Programs in accordance with the General Services Agreement and as specified in specific Task Orders. The terms and conditions of the General Services Agreement shall apply to this Task Order Number 13. If any terms or conditions contained in this Task Order Number 13 are inconsistent with the General Services Agreement, the terms and conditions contained in this Task Order Number 13 will be controlling.

9. **Prohibition of Boycott Israel.**

Lyft verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

# ATTACHMENT 1 [Program Map Area]



## ATTACHMENT 2

### [Monthly Data Reporting]

CONFIDENTIAL/TRADE SECRET - DO NOT FORWARD OR SHARE

#### MONTHLY REPORT

Trips Data Decoupled

##### INVOICE

Passenger ID (Anonymized)	Trip Length (5 mile ranges)	Trip Duration (5 minute ranges)	Trip Cost (Actual)	Trip Subsidy (Actual)
34553	0-5	0-5	\$10.15	\$6.15
347477	15-20	15-20	\$25.35	\$21.35
5586	5-10	5-10	\$11.20	\$7.20
44433	20-25	20-25	\$32.40	\$28.40
			\$79.10	\$63.10

##### NTD REPORTING

Origin (Census Tract)	Destination (Census Tract)	Trip Time Period (AM Peak/Midday/PM Peak/Late Night)	Day of Travel
032013	031631	AM Peak	Monday
031634	032013	Midday	Tuesday
032013	031633	PM Peak	Thursday
031643	032013	Midday	Sunday

	Weekdays	Saturday	Sunday	Total
Overall Mileage of Service	38	4.1	2.1	44.2
Overall Hours of Service	1.2	1.1	1.1	3.4





## Board of Directors Memo

April 28, 2022

SUBJECT: Consider Approval of a Resolution Approving Budget Revision 2022-11

### Recommendation

Staff recommends the Board of Directors approve the Resolution authorizing Budget Revision 2022-11 for the FY2022 operating and capital budget.

### Background

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

### Previous Board Activity & Action

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

### Identified Need

In order to improve financial reporting and communicate expected financial results, the revised budget is submitted to the Board for consideration and approval of the attached Budget Revision 2022-11. DCTA's Financial Management Policies require approval of a Board resolution to authorize a budget amendment that increases the total adopted fiscal year budget or moves funds between DCTA and North Texas Mobility Corporation.

Items included in this revision are as follows:

#### BUS OPERATIONS:

##### Vanpool:

As employers come back in person, we have seen an increase in the number of vanpool groups forming throughout the region which has surpassed the anticipated number of total vanpool groups for fiscal year 2022. In addition to this surge, Dallas Area Rapid Transit (DART) recently shuttered its vanpool program and the North Central Council of Governments (NCTCOG) has asked DCTA to assist in covering some of the counties previously covered by DART. DCTA also recently renewed the agreement with the vendor who leases and manages the vanpool program. Due to supply chain and microchip issues in the market, the revised agreement increased the lease rates for the vehicles significantly over the old agreement which also attributed to the need for an amendment to the vanpool budget. The vanpool program is 100% covered by federal grants.

##### Trinity Metro:

The Alliance Lyft program has seen a significant increase in its ridership over the past few months. This service uses DCTA's Lyft agreement to render services and provides DCTA with a 20% administrative fee on the costs of the total cost of the trips that are provided in that service area.

Frisco:

The past several months have seen the reopening of most of the day rehabilitation facilities and senior centers in Frisco, resulting in a substantial growth in ridership for that area. Frisco Demand Response service is comprised of a directly operated demand response service, taxi service provided by Irving Holdings, and Lyft service. This budget revision increases operating expenses by \$29,945. A 69% administrative fee is charged on all services provided to the city of Frisco, resulting in an increase to contract revenues of \$51,421.

The overall revenue for Frisco services were originally budgeted incorrectly and need to be adjusted. They included previous allocations for maintenance and call center costs that are now covered by the administrative fee of 69% which resulted in the Frisco contract service revenues being overstated by \$89,771. This coupled with the adjustments to the Lyft and Taxi program leaves a net reduction of Frisco budgeted revenues of \$38,350.

**NTMC OPERATING BUDGET:**

On January 25, 2022, North Texas Mobility Corporation (NTMC) met with the Amalgamated Transit Union (ATU) Local 1338 to discuss Operator COVID Leave and Vaccination Pay. The intent of the program is to help offset expenses incurred due to COVID related occurrences. NTMC and the ATU have reached a tentative Agreement regarding the NTMC Operators, and the eligibility dates will go into effect as of January 25, 2022, and expire on December 31, 2022. NTMC also determined hourly employees would be eligible for the pay. They would be required to follow the same requirements as Operators. Staff provided an informational report at the March Board Meeting. The NTMC Board approved the request in the amount of \$94,562.48 for the 2022 calendar year. The FY22 allocated costs are \$70,921.86 and FY23 would have a cost of \$23,640.62 for the 1st quarter.

**RAIL OPERATIONS / CAPITAL:**

In March, the Board approved the receipt of DART design funds & execution of task orders with Lockwood, Andrews, & Newnam, Inc. (LAN) for quality compliance & project management of the Joint Rail Operations Facility (JROF) expansion of the DCTA Rail Operations & Maintenance Facility (ROMF). The additional \$1,767,640 will bring the project through final design and is fully funded by DART. The project expense increase is offset by the increase in Refunds & Reimbursements.

**GENERAL & ADMINISTRATIVE:**

In March, the Board approved a contract for the CEO executive search. An increase to Professional Services of \$84k has been included for this contract.

Actual sales tax collections through April 2022 are \$1.5 million higher than originally anticipated within the budget. This additional revenue is captured within this budget revision to increase the sales tax budget.

An increase of \$478,250 in Professional Services is needed for task orders to Robert Half & Associates and Accenture related to the interim staffing expenses in the Finance and Human Resource departments.



### Financial Impact

The total budget impact of Budget Revision 2022-11 is an increase to Net Position of \$853,532.

### Exhibits

Exhibit 1: Resolution with the following exhibits:

Exhibit A: Budget Revision 2022-11

Exhibit B: Change in Net Position (DCTA Only)

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

Exhibit 2: Year-to-Date FY22 Budget Revisions

Submitted By: \_\_\_\_\_

A handwritten signature in blue ink that reads "Amanda Riddle".

Amanda Riddle  
Senior Manager of Budget

Final Review: \_\_\_\_\_

A handwritten signature in blue ink that reads "Marisa Perry".

Marisa Perry, CPA  
Chief Financial Officer/VP of Finance

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

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA) APPROVING FISCAL YEAR 2022 BUDGET REVISION NUMBER 2022-11 REVISED OPERATING & CAPITAL BUDGET, ATTACHED HERETO AS EXHIBITS “A” AND “B”, RESPECTIVELY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

**SECTION 2.** All provisions of the resolutions of the Board of Directors of the DCTA, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective immediately upon its passage and approval.

**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THE 28<sup>TH</sup> DAY OF APRIL, 2022.**

**APPROVED:**

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Cesar Molina, Chair

**ATTEST:**

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Dianne Costa, Secretary  
(04-13-2022:TM 129054)

**Exhibit “A”**  
**Budget Revision 2022-11**  
**(to be attached)**

DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA)					
BUDGET TRANSFER / REVISION REQUEST					
TRANSACTION TYPE:	Transfer <input type="checkbox"/>	Number: 2022-11			
	Revision <input checked="" type="checkbox"/>				
		Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount	
<b>ADDITIONS TO EXISTING BUDGET</b>					
<u>OPERATING REVENUES:</u>					
<i>Alliance Lyft / Trinity Metro</i>	Contract Service Revenue (240.40120)	\$ 208,550	\$ 165,977	\$ 374,527	
<i>Frisco Taxi/Lyft</i>	Contract Service Revenue (220.40120)	349,917	(38,350)	311,567	
<u>OPERATING EXPENSES:</u>					
<i>Vanpool Services</i>	Purchased Transportation (240.50810)	340,266	82,409	422,675	
<i>Alliance Lyft / Trinity Metro</i>	Purchased Transportation (240.50810)	422,675	138,314	560,989	
<i>Frisco Taxi/Lyft</i>	Purchased Transportation (220.50810)	16,061	29,945	46,006	
<i>General &amp; Administrative/CEO</i>	Professional Services (100.50309)	182,000	84,000	266,000	
<i>General &amp; Administrative/Finance</i>	Professional Services (120.50309)	266,000	388,250	654,250	
<i>General &amp; Administrative/HR</i>	Professional Services (170.50309)	130,000	90,000	220,000	
<u>NON-OPERATING REVENUES:</u>					
<i>Vanpool Services</i>	Federal Operating Grants (500.40400)	6,646,453	82,409	6,728,862	
<i>Rail Operations</i>	Refunds & Reimbursements (620.40235)	1,027,200	1,767,640	2,794,840	
<i>General &amp; Administrative</i>	Sales Tax Revenues (40300)	32,663,897	1,527,336	34,191,233	
<u>CAPITAL:</u>					
	Joint Rail Operations Facility (JROF) (61302)	1,027,200	1,767,640	2,794,840	
<b>TRANSFERS IN / OUT</b>					
<u>DCTA TRANSFER OUT TO NTMC OPERATING BUDGET:</u>					
	Transfer Out	7,193,067	70,922	7,263,989	
	Net Position Impact	\$ 853,532			

**EXPLANATION:**Vanpool:

As employers come back in person, the number of vanpool groups forming throughout the region has surpassed the anticipated number of total vanpool groups for fiscal year 2022. In addition to this surge, Dallas Area Rapid Transit (DART) recently suspended its vanpool program and the North Central Council of Governments (NCTCOG) has asked DCTA to assist in covering some of the counties previously covered by DART. DCTA also recently renewed the agreement with the vendor who leases and manages the vanpool program. Due to supply chain and microchip issues in the market, the revised agreement increased the lease rates for the vehicles significantly over the old agreement which also attributed to the need for an amendment to the vanpool budget. The vanpool program is 100% covered by federal grants.

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DATE: 4.10.2022

REQUESTED BY:



DATE: 4.20.2022

REVIEWED BY:



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

DENTON COUNTY TRANSPORTATION AUTHORITY  
Change in Net Position

Description	DCTA FY 2022 Adopted Budget	DCTA Completed Budget Revisions	DCTA Proposed Budget Revision 2022-11	DCTA FY 2022 Working Budget
<b>OPERATING REVENUE</b>				
Passenger Revenues (Bus Farebox)	\$ 326,995	\$ 52,667	\$ -	\$ 379,662
Passenger Revenues (Rail Farebox)	262,917	-	-	262,917
Contract Service Revenue	3,915,759	-	127,627	4,043,386
<b>Total Operating Revenue</b>	<b>4,505,671</b>	<b>52,667</b>	<b>127,627</b>	<b>4,685,965</b>
<b>OPERATING EXPENSES</b>				
Salary, Wages & Benefits	5,103,643	-	-	5,103,643
Outsourced Services & Charges	4,610,662	547,650	562,250	5,720,562
Materials & Supplies	2,650,094	130,500	-	2,780,594
Utilities	526,281	-	-	526,281
Insurance	1,635,812	70,240	-	1,706,052
Purchased Transportation Services	16,680,162	392,294	250,668	17,323,124
Employee Development	235,385	-	-	235,385
Leases & Rentals	139,772	-	-	139,772
Depreciation	10,899,464	450,000	-	11,349,464
<b>Total Operating Expenses</b>	<b>42,481,275</b>	<b>1,590,684</b>	<b>812,918</b>	<b>44,884,877</b>
Operating Income / (Loss)	(37,975,604)	(1,538,017)	(685,291)	(40,198,912)
<b>NON-OPERATING REVENUE / (EXPENSE)</b>				
Investment Income	12,000	-	-	12,000
Misc. Revenues	-	1,027,200	1,767,640	2,794,840
Sales Tax Revenue	32,088,804	575,093	1,527,336	34,191,233
Federal Grants & Reimbursements	26,390,897	80,460	82,409	26,553,766
State Grants & Reimbursements	-	-	-	-
Long Term Debt Interest/Expense	(237,800)	-	-	(237,800)
<b>Total Non-Operating Revenue / (Expense)</b>	<b>58,253,901</b>	<b>1,682,753</b>	<b>3,377,385</b>	<b>63,314,039</b>
Income (Loss) Before Transfers	20,278,297	144,736	2,692,094	23,115,127
Transfers Out	(6,364,715)	(828,352)	(70,922)	(7,263,989)
Transfers In	-	-	-	-
<b>Total Transfers</b>	<b>(6,364,715)</b>	<b>(828,352)</b>	<b>(70,922)</b>	<b>(7,263,989)</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 13,913,582</b>	<b>\$ (683,616)</b>	<b>\$ 2,621,172</b>	<b>\$ 15,851,138</b>
<i>Transfer to Capital Projects</i>	<i>(15,100,221)</i>	<i>(12,008,311)</i>	<i>(1,767,640)</i>	<i>(28,876,172)</i>
<b>Change in Net Position After Capital Project Transfer</b>	<b>\$ (1,186,639)</b>	<b>\$ (12,691,927)</b>	<b>\$ 853,532</b>	<b>\$ (13,025,034)</b>

*\*This schedule does not include Budget Revision 2022-10*

**DENTON COUNTY TRANSPORTATION AUTHORITY**  
**Change in Net Position**

Description	DCTA FY 2022 Adopted Budget	DCTA Completed Budget Revisions	DCTA Proposed Budget Revision 2022-11	DCTA FY 2022 Working Budget	NTMC FY 2022 Adopted Budget	NTMC Completed Budget Revisions	NTMC Pending Budget Revision 2022-N002	NTMC FY 2022 Working Budget	FY 2022 Adopted Budget	FY 2022 Working Budget
<b>OPERATING REVENUE</b>										
Passenger Revenues (Bus Farebox)	\$ 326,995	\$ 52,667	\$ -	\$ 379,662	\$ -	\$ -	\$ -	\$ -	\$ 326,995	\$ 379,662
Passenger Revenues (Rail Farebox)	262,917	-	-	262,917	-	-	-	-	262,917	262,917
Contract Service Revenue	3,915,759	-	127,627	4,043,386	-	-	-	-	3,915,759	4,043,386
<b>Total Operating Revenue</b>	<b>4,505,671</b>	<b>52,667</b>	<b>127,627</b>	<b>4,685,965</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,505,671</b>	<b>4,685,965</b>
<b>OPERATING EXPENSES</b>										
Salary, Wages & Benefits	5,103,643	-	-	5,103,643	5,787,307	802,935	70,922	6,661,164	10,890,950	11,764,807
Outsourced Services & Charges	4,610,662	547,650	562,250	5,720,562	450,970	1,922	-	452,892	5,061,632	6,173,454
Materials & Supplies	2,650,094	130,500	-	2,780,594	1,936	-	-	1,936	2,652,030	2,782,530
Utilities	526,281	-	-	526,281	-	-	-	-	526,281	526,281
Insurance	1,635,812	70,240	-	1,706,052	65,842	23,495	-	89,337	1,701,654	1,795,389
Purchased Transportation Services	16,680,162	392,294	250,668	17,323,124	-	-	-	-	16,680,162	17,323,124
Employee Development	235,385	-	-	235,385	58,660	-	-	58,660	294,045	294,045
Leases & Rentals	139,772	-	-	139,772	-	-	-	-	139,772	139,772
Depreciation	10,899,464	450,000	-	11,349,464	-	-	-	-	10,899,464	11,349,464
<b>Total Operating Expenses</b>	<b>42,481,275</b>	<b>1,590,684</b>	<b>812,918</b>	<b>44,884,877</b>	<b>6,364,715</b>	<b>828,352</b>	<b>70,922</b>	<b>7,263,989</b>	<b>48,845,990</b>	<b>52,148,866</b>
<b>Operating Income / (Loss)</b>	<b>(37,975,604)</b>	<b>(1,538,017)</b>	<b>(685,291)</b>	<b>(40,198,912)</b>	<b>(6,364,715)</b>	<b>(828,352)</b>	<b>(70,922)</b>	<b>(7,263,989)</b>	<b>(44,340,319)</b>	<b>(47,462,901)</b>
<b>NON-OPERATING REVENUE / (EXPENSE)</b>										
Investment Income	12,000	-	-	12,000	-	-	-	-	12,000	12,000
Misc. Revenues	-	1,027,200	1,767,640	2,794,840	-	-	-	-	-	2,794,840
Sales Tax Revenue	32,088,804	575,093	1,527,336	34,191,233	-	-	-	-	32,088,804	34,191,233
Federal Grants & Reimbursements	26,390,897	80,460	82,409	26,553,766	-	-	-	-	26,390,897	26,553,766
State Grants & Reimbursements	-	-	-	-	-	-	-	-	-	-
Long Term Debt Interest/Expense	(237,800)	-	-	(237,800)	-	-	-	-	(237,800)	(237,800)
<b>Total Non-Operating Revenue / (Expense)</b>	<b>58,253,901</b>	<b>1,682,753</b>	<b>3,377,385</b>	<b>63,314,039</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>58,253,901</b>	<b>63,314,039</b>
<b>Income (Loss) Before Transfers</b>	<b>20,278,297</b>	<b>144,736</b>	<b>2,692,094</b>	<b>23,115,127</b>	<b>(6,364,715)</b>	<b>(828,352)</b>	<b>(70,922)</b>	<b>(7,263,989)</b>	<b>13,913,582</b>	<b>15,851,138</b>
Transfers Out	(6,364,715)	(828,352)	(70,922)	(7,263,989)	-	-	-	-	(6,364,715)	(7,263,989)
Transfers In	-	-	-	-	6,364,715	828,352	70,922	7,263,989	6,364,715	7,263,989
<b>Total Transfers</b>	<b>(6,364,715)</b>	<b>(828,352)</b>	<b>(70,922)</b>	<b>(7,263,989)</b>	<b>6,364,715</b>	<b>828,352</b>	<b>70,922</b>	<b>7,263,989</b>	<b>-</b>	<b>-</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 13,913,582</b>	<b>\$ (683,616)</b>	<b>\$ 2,621,172</b>	<b>\$ 15,851,138</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,913,582</b>	<b>\$ 15,851,138</b>
<i>Transfer to Capital Projects</i>	<i>(15,100,221)</i>	<i>(12,008,311)</i>	<i>(1,767,640)</i>	<i>(28,876,172)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>(15,100,221)</i>	<i>(28,876,172)</i>
<b>Change in Net Position After Capital Project Transfer</b>	<b>\$ (1,186,639)</b>	<b>\$ (12,691,927)</b>	<b>\$ 853,532</b>	<b>\$ (13,025,034)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,186,639)</b>	<b>\$ (13,025,034)</b>

\*This schedule does not include Budget Revision 2022-10

## YEAR-TO-DATE FY22 BUDGET REVISIONS

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

*\*Approved by DCTA Board in October; Completed\**

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

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

*\*Approved by DCTA Board in December; Completed\**

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

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

*\*Approved by DCTA Board in December; Completed\**

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

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

*\*Approved by DCTA Board in January; Completed\**

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

## DCTA 2022-05 (Presented to DCTA Board January 27, 2022)

*\*Approved by DCTA Board in January; Completed\**

			Current Budget Amount		Budget Revision Amount		Adjusted Budget Amount
<u>OPERATING EXPENSES:</u>							
G&A	110.50309	Professional Services	\$ 302,668	\$	447,000	\$	749,668
				<u>Net Position Impact</u>		\$	(447,000)

## NTMC 2022-N001 (Presented to NTMC Board January 26, 2022)

*\*Approved by NTMC Board in January; Completed\**

			Current Budget Amount		Budget Revision Amount		Adjusted Budget Amount
<u>OPERATING EXPENSES:</u>							
Bus Operations	711.501/502	Salaries & Benefits	\$ 502,676	\$	802,935	\$	1,305,611
	711.50306	Uniforms	2,219		1,922		4,141
	711.50630	Workers Compensation Insurance	6,390		23,495		29,885
<u>NTMC TRANSFER IN FROM DCTA OPERATING BUDGET:</u>							
Bus Operations	711.501/502	Transfers In	6,364,715		828,352		7,193,067
				<u>Net Position Impact</u>		\$	-

## DCTA 2022-06 (Presented to DCTA Board February 24, 2022)

*\*Budget Transfer - No Approval Necessary; Completed\**

			Current Budget Amount		Budget Revision Amount		Adjusted Budget Amount
<u>OPERATING EXPENSES:</u>							
Bus Operations	500.50318	Facilities Maintenance	\$ 236,380	\$	(32,900)	\$	203,480
	590.50318	Facilities Maintenance	17,100		32,900		50,000
Rail Operations	620.50410	Fuel	1,101,600		(15,000)		1,086,600
<u>CAPITAL:</u>							
	61605	Brownfield Remediation	405,000		15,000		420,000
				<u>Net Position Impact</u>		\$	-

## DCTA 2022-07 (Presented to DCTA Board March 7, 2022)

*\*Approved by DCTA Board March 7th; Completed\**

			Current Budget Amount		Budget Revision Amount		Adjusted Budget Amount
<u>OPERATING EXPENSES:</u>							
Bus Operations	535.50810	Purchased Transportation	\$ 3,173,172	\$	145,320	\$	3,318,492
	536.50810	Purchased Transportation	227,616		16,954		244,570
	537.50810	Purchased Transportation	2,084,674		79,926		2,164,600
<u>NON-OPERATING REVENUES:</u>							
Rail Operations	620.40235	Refunds & Reimbursements	-		1,027,200		1,027,200
<u>CAPITAL:</u>							
	61302	Joint Rail Operations Facility (JROF)	-		1,027,200		1,027,200
				<u>Net Position Impact</u>		\$	(242,200)

*\*Budget Transfer - No Approval Necessary; Completed\**

*\*Budget Transfer - No Approval Necessary; Completed\**

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

*\*Approved by DCTA Board March 24th; Completed\**

*\*Approved by DCTA Board March 24th; Completed\**

			Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
<u>OPERATING EXPENSES:</u>					
<i>Rail Operations</i>	620.51335	Depreciation - Rail Assets	\$ 7,685,776	\$ 450,000	\$ 8,135,776
<u>NON-OPERATING REVENUES:</u>					
	900.40410	Federal Capital Grants	4,609,056	80,460	4,689,516
<u>CAPITAL:</u>					
	61723.1	Canopy Repairs	-	421,072	421,072
	61406.1	Positive Train Control Implementation	597,000	100,575	697,575
	61605	Brownfield Remediation	35,000	18,552	53,552
	10702	Transportation Reinvestment Program (TRiP) - FY21	-	81,444	81,444
	10702.1	TRiP - Denton FY21	-	3,419,773	3,419,773
	10702.2	TRiP - Highland Village FY21	-	377,233	377,233
	10702.3	TRiP - Lewisville FY21	-	3,833,887	3,833,887
	10703	Transportation Reinvestment Program (TRiP) - FY22	100,000	-	100,000
	10703.1	TRiP - Denton FY22	3,074,578	1,188,573	4,263,151
	10703.2	TRiP - Highland Village FY22	324,900	125,600	450,500
	10703.3	TRiP - Lewisville FY22	3,619,951	1,399,403	5,019,354
			<hr/>		
			<i>Net Position Impact</i>	\$ (11,335,651)	



## Board of Directors Memo

April 28, 2022

SUBJECT: Federal Legislative Briefing

### Recommendation

This is a discussion item only. No action Board is required.

### Background

#### Department of Transportation Budget

On March 10, Congress enacted a final version of the FY 2022 federal budget, including spending for the Department of Transportation (DOT). The President signed the budget measure into law on March 15, over five months after the formal start of the fiscal year on October 1, 2021.

Approval of the final budget was particularly important for DOT, as it formally enacted the program increases included in the 2021 infrastructure bill, or Infrastructure Investment and Jobs Act (IIJA). The IIJA included a five-year reauthorization of federal highway, transit, and rail programs with significant increases for many of those programs, starting in FY 2022. However, those increases could not be realized until Congress enacted a DOT budget for FY 2022.

As expected, DCTA received an increase of approximately \$3 million, or about 32%, in Federal Transit Administration formula funding over FY 2021 levels.

With the FY 2022 budget being finalized so late, Congress has quickly started working on a FY 2023 budget. President Biden formally started that process with his proposal approximately one month ago (<https://bit.ly/3qUlrVz>). Significant changes from the FY 2022 budget are not expected, however, as the IIJA set spending for most DOT programs through FY 2026.

DCTA would be expected to experience another increase in formula funds each year through FY 2026, although at rates smaller than the initial jump from FY 2021 to FY 2022 – around 2%-3% annually.

#### Federal Infrastructure Package

The Department of Transportation (DOT) continues to implement programs funded under the IIJA, thus far mostly in areas where there are existing programs, such as the “RAISE” discretionary grant program and the Low and No Emissions Vehicle Program. The IIJA also created some new programs at DOT, and regulations are being promulgated on the staff level, with goals to have announcements available in the coming months. DOT has created a website with some loose predictions on future funding availability: <https://bit.ly/3jEUOAZ>.

As mentioned above, most of the programs in the infrastructure bill are funded over the next five years, so the announcements in most cases are the first of at least five annual rounds.

### Census Changes

The U.S. Census Bureau recently finalized the criteria that the agency will use to classify “urbanized areas” (UZAs) based on information gathered in the 2020 renumeration (<https://bit.ly/3uDzMsE>). UZA classifications are important for the public transportation community more than others, as the Federal Transit Administration is one of the few federal agencies that uses those classifications to award federal formula funds.

Currently, there is a stand-alone Denton-Lewisville UZA through which DCTA formula funds are awarded. There is some speculation that growth patterns in the region may result in the Census Bureau merging the Denton-Lewisville UZA with the larger Dallas-Fort Worth-Arlington UZA. That result is not expected to impact DCTA funding but could result in administrative changes in the way federal funds are received and recorded.

### Mask Mandates

The TSA/CDC face mask requirement for public transportation was extended once again, extended from its original expiration date of April 18 to May 3 (<https://bit.ly/3vepSgh>). In early March, the American Public Transportation Association wrote to the Biden Administration (<https://bit.ly/3Edt9At>) asking for the mask mandate to be allowed to expire, but concern over new variants has resulted in two short extensions.

### Previous Board Activity & Action

The previous Federal Legislative Briefing to the Board occurred on December 2, 2021.

### Identified Need

There is no identified need.

### Financial Impact

This briefing item has no financial impact.

### Exhibits

N/A

Submitted By: *Christopher F. Giglio*

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Chris Giglio, DCTA Federal Advocate, CapitalEdge

Approval:



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Brittney Farr, Director of Government Relations



## Board of Directors Memo

April 28, 2022

SUBJECT: Monthly Sales Tax Receipts

### Recommendation

This item is presented for informational purposes only. No action is required.

### Background

Sales tax represents the single largest source of revenue for DCTA at 51.34% of Fiscal Year 2022 budgeted revenues. The sales tax budget for FY22 is \$32,663,897. Because of its importance in funding of DCTA's ongoing operations, the Board adopted a Budget Contingency Plan that outlines the Agency's response when declines in sales tax hit a specific target.

For the month of April, receipts were favorable compared to budget.

- Sales tax for sales generated in the month of February and received in April was \$2,703,463.
- This represents an increase of 22.48% or \$496,178 compared to budget for the month.
- Compared to the same month last year, sales tax receipts are \$622,506 or 29.91% higher.
- Member city collections for the month compared to prior year are as follows:
  - City of Lewisville up 15.42%
  - City of Denton up 47.51%
  - City of Highland Village up 16.79%

### Previous Board Activity & Action

There has been no previous Board activity on this item.

### Identified Need

Provides the Board of Directors a monthly status on sales tax collections.


### Financial Impact

This item is included for informational purposes only; there is no financial impact associated with this informational item.

### Exhibits

Exhibit 1: FY22 Monthly Sales Tax Report

Submitted By:   
Amanda Riddle, Senior Manager of Budget

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

## DENTON COUNTY TRANSPORTATION AUTHORITY

SALES TAX REPORT  
BUDGET TO ACTUAL AND PREVIOUS YEAR COMPARISON

Sales Generated in Month of:	Received in Month of:	2021-2022 Adopted Budget	2021-2022 Revised Budget	2021-2022 Year Actual	Variance Actual to Original Budget	CY Actual to CY Original Budget % Variance <sup>(A)</sup>	Variance Actual to Revised Budget	CY Actual to CY Revised Budget % Variance <sup>(B)</sup>	2020-2021 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,032,911	\$ 3,032,911	\$ 2,925,241	\$ (107,670)	-3.55%	\$ (107,670)	-3.55%	\$ 2,944,573	\$ (19,333)	-0.66%
November	January	\$ 2,696,417	\$ 2,696,417	\$ 3,097,630	\$ 401,213	14.88%	\$ 401,213	14.88%	\$ 2,617,881	\$ 479,749	18.33%
December	February	\$ 3,457,647	\$ 3,457,647	\$ 3,771,295	\$ 313,648	9.07%	\$ 313,648	9.07%	\$ 3,356,939	\$ 414,356	12.34%
January	March	\$ 2,365,559	\$ 2,429,458	\$ 2,853,426	\$ 487,867	20.62%	\$ 423,968	17.45%	\$ 2,296,659	\$ 556,767	24.24%
February	April	\$ 2,143,386	\$ 2,207,285	\$ 2,703,463	\$ 560,077	26.13%	\$ 496,178	22.48%	\$ 2,080,957	\$ 622,506	29.91%
March	May	\$ 3,470,214	\$ 3,534,113			0.00%		0.00%	\$ 3,369,140		0.00%
April	June	\$ 2,567,236	\$ 2,631,135			0.00%		0.00%	\$ 2,839,395		0.00%
May	July	\$ 2,258,937	\$ 2,322,836			0.00%		0.00%	\$ 3,171,719		0.00%
June	August	\$ 2,663,784	\$ 2,727,683			0.00%		0.00%	\$ 3,583,080		0.00%
July	September	\$ 2,248,852	\$ 2,312,751			0.00%		0.00%	\$ 2,903,336		0.00%
August	October	\$ 2,471,690	\$ 2,535,589			0.00%		0.00%	\$ 2,878,254		0.00%
September	November	\$ 2,712,171	\$ 2,776,072			0.00%		0.00%	\$ 3,346,913		0.00%
YTD TOTAL		\$ 13,695,920	\$ 13,823,718	\$ 15,351,054	\$ 1,655,134	12.08%	\$ 1,527,336	11.05%	\$ 13,297,009	\$ 2,054,045	15.45%
FISCAL YEAR TOTAL		\$ 32,088,804	\$ 32,663,897						\$ 35,388,847		

<sup>(A)</sup> Formula: YTD Variance Actual to Original Budget/YTD Original Budget<sup>(B)</sup> 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

April 13, 2022

## DENTON COUNTY TRANSPORTATION AUTHORITY

MEMBER CITIES SALES TAX REPORT  
MONTH ALLOCATION IS RECEIVED FROM COMPTROLLER  
PREVIOUS YEAR COMPARISON

CITY OF LEWISVILLE						CITY OF HIGHLAND VILLAGE					
Sales Generated in Month of:	Received in Month of:	2020-2021 Year Actual	2021-2022 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance	Sales Generated in Month of:	Received in Month of:	2020-2021 Year Actual	2021-2022 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,348,633	\$ 4,067,980	\$ 719,347	21.48%	October	December	\$ 341,390	\$ 409,602	\$ 68,213	19.98%
November	January	\$ 3,755,579	\$ 4,446,756	\$ 691,177	18.40%	November	January	\$ 354,573	\$ 444,066	\$ 89,493	25.24%
December	February	\$ 4,903,701	\$ 5,140,124	\$ 236,424	4.82%	December	February	\$ 503,020	\$ 597,222	\$ 94,202	18.73%
January	March	\$ 3,072,003	\$ 4,004,884	\$ 932,882	30.37%	January	March	\$ 320,412	\$ 355,997	\$ 35,584	11.11%
February	April	\$ 2,971,403	\$ 3,429,615	\$ 458,213	15.42%	February	April	\$ 288,219	\$ 336,599	\$ 48,380	16.79%
March	May	\$ 4,956,466			0.00%	March	May	\$ 436,049			0.00%
April	June	\$ 3,990,693			0.00%	April	June	\$ 353,678			0.00%
May	July	\$ 6,076,775			0.00%	May	July	\$ 371,973			0.00%
June	August	\$ 5,447,446			0.00%	June	August	\$ 449,307			0.00%
July	September	\$ 4,010,507			0.00%	July	September	\$ 395,735			0.00%
August	October	\$ 3,945,754			0.00%	August	October	\$ 370,264			0.00%
September	November	\$ 4,735,921			0.00%	September	November	\$ 412,047			0.00%
YTD TOTAL		\$ 18,051,317	\$ 21,089,360	\$ 3,038,042	16.83%	YTD TOTAL		\$ 1,807,614	\$ 2,143,486	\$ 335,872	18.58%
FISCAL YEAR TOTAL		\$ 51,214,879				FISCAL YEAR TOTAL		\$ 4,596,666			

CITY OF DENTON					
Sales Generated in Month of:	Received in Month of:	2020-2021 Year Actual	2021-2022 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,174,573	\$ 3,676,801	\$ 502,228	15.82%
November	January	\$ 3,050,388	\$ 3,708,019	\$ 657,631	21.56%
December	February	\$ 4,149,443	\$ 5,123,779	\$ 974,336	23.48%
January	March	\$ 3,086,526	\$ 3,679,379	\$ 592,852	19.21%
February	April	\$ 2,606,494	\$ 3,844,879	\$ 1,238,385	47.51%
March	May	\$ 4,277,512			0.00%
April	June	\$ 3,557,513			0.00%
May	July	\$ 3,442,340			0.00%
June	August	\$ 4,173,943			0.00%
July	September	\$ 3,845,740			0.00%
August	October	\$ 3,749,030			0.00%
September	November	\$ 4,385,475			0.00%
YTD TOTAL		\$ 16,067,424	\$ 20,032,857	\$ 3,965,432	24.68%
FISCAL YEAR TOTAL		\$ 43,498,977			

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department  
Prepared By: Denton County Transportation Authority Finance Department  
April 13, 2022

**ALL TRANSIT AGENCIES**  
MONTHLY SALES AND USE TAX COMPARISON SUMMARY

Transit Agency	Current Rate	Net Payment This Period	Comparable Payment Prior Year	% Change	Payments YTD (Calendar)	Prior Year Payments YTD (Calendar)	% Change
Austin MTA	1.00%	\$ 25,852,150	\$ 18,919,790	36.64%	\$ 113,934,948	\$ 87,592,855	30.07%
Corpus Christi MTA	0.50%	\$ 2,698,758	\$ 2,306,169	17.02%	\$ 12,223,772	\$ 10,721,496	14.01%
Dallas MTA	1.00%	\$ 53,485,680	\$ 42,719,917	25.20%	\$ 250,908,227	\$ 208,893,619	20.11%
Denton CTA	0.50%	\$ 2,703,463	\$ 2,080,957	29.91%	\$ 12,425,814	\$ 10,352,436	20.02%
El Paso CTD	0.50%	\$ 4,416,918	\$ 3,735,326	18.24%	\$ 20,429,768	\$ 17,098,397	19.48%
Fort Worth MTA	0.50%	\$ 7,149,539	\$ 5,638,005	26.80%	\$ 33,511,766	\$ 27,726,825	20.86%
Houston MTA	1.00%	\$ 69,065,440	\$ 54,207,128	27.41%	\$ 313,269,287	\$ 258,125,643	21.36%
Laredo CTD	0.25%	\$ 797,349	\$ 648,069	23.03%	\$ 3,590,427	\$ 2,919,688	22.97%
San Antonio ATD	0.25%	\$ 6,279,173	\$ 4,842,003	29.68%	\$ 29,401,411	\$ 24,089,877	22.04%
San Antonio MTA	0.50%	\$ 13,935,809	\$ 10,574,437	31.78%	\$ 65,217,417	\$ 53,360,478	22.22%
<b>TOTALS</b>		<b>\$ 186,384,278</b>	<b>\$ 145,671,802</b>	<b>27.95%</b>	<b>\$ 854,912,837</b>	<b>\$ 700,881,313</b>	<b>21.98%</b>

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department  
 Prepared By: Denton County Transportation Authority Finance Department  
 April 13, 2022

## Board of Directors Memo

April 28, 2022

SUBJECT: Monthly Mobility-as-a-Service Update

### Recommendation

For information only. No action required.

### Background

A Request for Proposals (RFP) was released on January 16, 2019, for Mobility as a Service (MaaS). Firms were invited to submit proposals (for both federal and non-federal funding project categories) to provide innovative mobility service to DCTA member cities, contracted communities, partner organizations, as well as large employment centers and other areas as the need arises. On March 12, 2019, DCTA received thirty-seven (37) proposals in response to the RFP. Thirty-three (33) proposals were deemed responsive and were evaluated by the evaluation team. The evaluation team rejected two proposals that scored less than seventy (70) points and recommended award to thirty-one (31) firms. The Board of Directors approved the award of Mobility-as-a-Service to thirty-one firms and reduced the total annual contract value of \$2,400,000 to \$75,000 for all task orders issued under the master on-call contracts. One of the recommended firms will not execute a contract due to business operational changes; therefore, thirty (30) firms remain eligible for contract execution. As requested by the Board of Directors, staff is providing a monthly update on all Mobility-as-a-Service commitments, activities, and expenses.

To date, the following twenty-six contracts have been fully executed:

- |                             |                            |   |
|-----------------------------|----------------------------|---|
| • AJL International         | • Irving Holdings          | • RideCo                                |
| • Bird Rides                | • Iteris                   | • Rideshark Corporation                 |
| • Bubbl Investments, LLC.   | • Kapsch                   | • River North (Via)                     |
| • Dashboard Story dba DUET  | • Lyft                     | • Roundtrip                             |
| • DemandTrans Solutions     | • Moovel                   | • Routematch                            |
| • DoubleMap                 | • Moovit                   | • Spare Labs, Inc.                      |
| • Downtowner Holdings, LLC. | • MV Transportation        | • Spare Labs, Inc. (with First Transit) |
| • First Transit             | • Muve: Quebec, Inc.       | • Transdev North America                |
| • Ford Smart Mobility, LLC. | • Quebec, Inc. dba Transit |   |

The remaining four contracts, all with software companies (Passport, SeatsX, Token Transit and Transloc), have been placed on hold until a need arises to enter into a contract for software.

### Previous Board Activity & Action

Task Order #1 Lewisville Lakeway Zone and Denton Evening Zone was issued to Spare Labs, Inc. for Platform-as-a Service (Spare Platform). The task order was approved for award at the June 2020 Board meeting and was issued on 6/30/2020 for a not-to-exceed amount of \$50,000 per year with an initial term of two years and one two-year option to extend (total of 4 years). \$36,616 has been paid for this task order through September 2021. This service was replaced by the GoZone services on September 7, 2021.

Task Order #2 On-Demand Services in Member Cities and Contracted Cities was discussed at the June 2020 Board meeting and was presented at the September 2020 Board meeting to authorize negotiations with two firms. In January 2021, the Board approved and authorized staff to enter into a Task Order with River North (Via) to move forward with the recommendations and implementation of an On-Demand Service plan. In April 2021, the Board authorized a task order in the amount of \$33,520,691 for a period of four years, with a yearly breakdown presented below in the Financial Impact section.



Task Order #3 On-Demand Services for the McKinney Urban Transit District (MUTD) was requested by the City of McKinney. The City of McKinney has asked DCTA and DART, as a joint partnership, to provide on-demand services for the MUTD member cities. Services provided by DCTA to MUTD terminated on December 31, 2021. The DART Board of Directors approved an agreement with Spare Labs at its September 28<sup>th</sup> Board meeting. Spare Labs and DART began providing services to MUTD in January 2022.

### Identified Need

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

### Financial Impact

The breakdown of Task Order #2 with Via is included in the table below. As of March 31, 2022, \$141,600 was incurred toward up front hard costs. DCTA has also incurred for \$3,512,302.68 related to GoZone service hours. Amendments were executed for On Demand Mobility Services Scheduling and Customer Support until September 30, 2022. As of March 31, 2022, DCTA has incurred \$107,403 for Customer Support.

	Year 1	Year 2	Year 3	Year 4
Up Front Hard Costs	\$ 238,000	\$ 10,500	\$ -	\$ -
Base Service	4,068,910	5,512,341	5,623,176	5,735,345
Phase I Add-Ons	1,266,455	1,629,446	1,662,208	1,695,365
Phase II Add-Ons	1,405,426	1,527,013	1,557,716	1,588,790
	<u>\$ 6,978,791</u>	<u>\$ 8,679,300</u>	<u>\$ 8,843,100</u>	<u>\$ 9,019,500</u>
				\$ 33,520,691

### Exhibits

N/A

Submitted By:   
Brandy Hazel, Manager of Contracts & Procurement

Final Review:   
Athena Forrester, AVP of Regulatory Compliance



## Board of Directors Memo

April 28, 2022

SUBJECT: Budget Information

### Recommendation

This item is presented for informational purposes only. No action is required.

### Background

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

### Previous Board Activity & Action

There has been no previous Board activity on this item.

### Identified Need

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

### Financial Impact

This item is included for informational purposes only; there is no financial impact associated with this informational item.

### 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

April 28, 2022

SUBJECT: Monthly Ridership Reports

### Ridership Trends

Exhibits 1-6 provide an overview of total monthly ridership trends across all DCTA services—comparing FY19 against FY20, FY21 and FY22. These exhibits also enable a visual comparison of GoZone and fixed-route ridership reports by route and type of service.

The summary table below shows that March 2022 month-over-month bus trips were slightly above (1.4%) February levels while A-train boardings increased substantially (48.1%) over the same period. A significant portion of this monthly increase is likely attributable to the February's weather-related service suspensions and the 28-day month.

Unlinked Passenger Trips					
	2021	2022			
	March	January	February	March	Feb-Mar % Change
Bus	57,124	82,856	111,121	112,652	1.4%
Rail	10,020	11,717	10,824	16,026	48.1%
GoZone	n.a.	48,304	39,887	47,810	19.9%
<b>TOTALS</b>	<b>67,144</b>	<b>142,877</b>	<b>161,832</b>	<b>176,488</b>	<b>9.1%</b>

March 2021- 2022 % Change
97.2%
59.9%
n.a.
<b>162.8%</b>

S:\STRATEGIC PLANNING\ServicePlaningSupport\Trend Analysis\BoardMaterials4Apr28\[FY19-FY22Compare\_041922.xlsx]Sheet1

The substantial ridership recovery from the COVID-19 pandemic continues with March 2022 bus ridership being more than almost two times that of March 2021 levels and recorded A-train boardings being about 60 percent above March 2021. Finally, March 2022 A-train boardings were almost 70 percent greater than overall monthly average A-train boardings (9,453) in FY21.

## Exhibits

- Exhibit 1: Ridership by Mode – March 2022
- Exhibit 2: A-train Year-Over-Year Ridership Comparison
- Exhibit 3: Connect and GoZone Ridership by Month and Year
- Exhibit 4: Fixed-Route Ridership – March 2022
- Exhibit 5: Connect Ridership Year-Over-Year by Month
- Exhibit 6: UNT Ridership Year-Over-Year by Month



Submitted By: \_\_\_\_\_  
Tim Palermo, Planning & Data Analytics Manager



Final Review: \_\_\_\_\_  
Troy Raley, Senior Director – Mobility Services



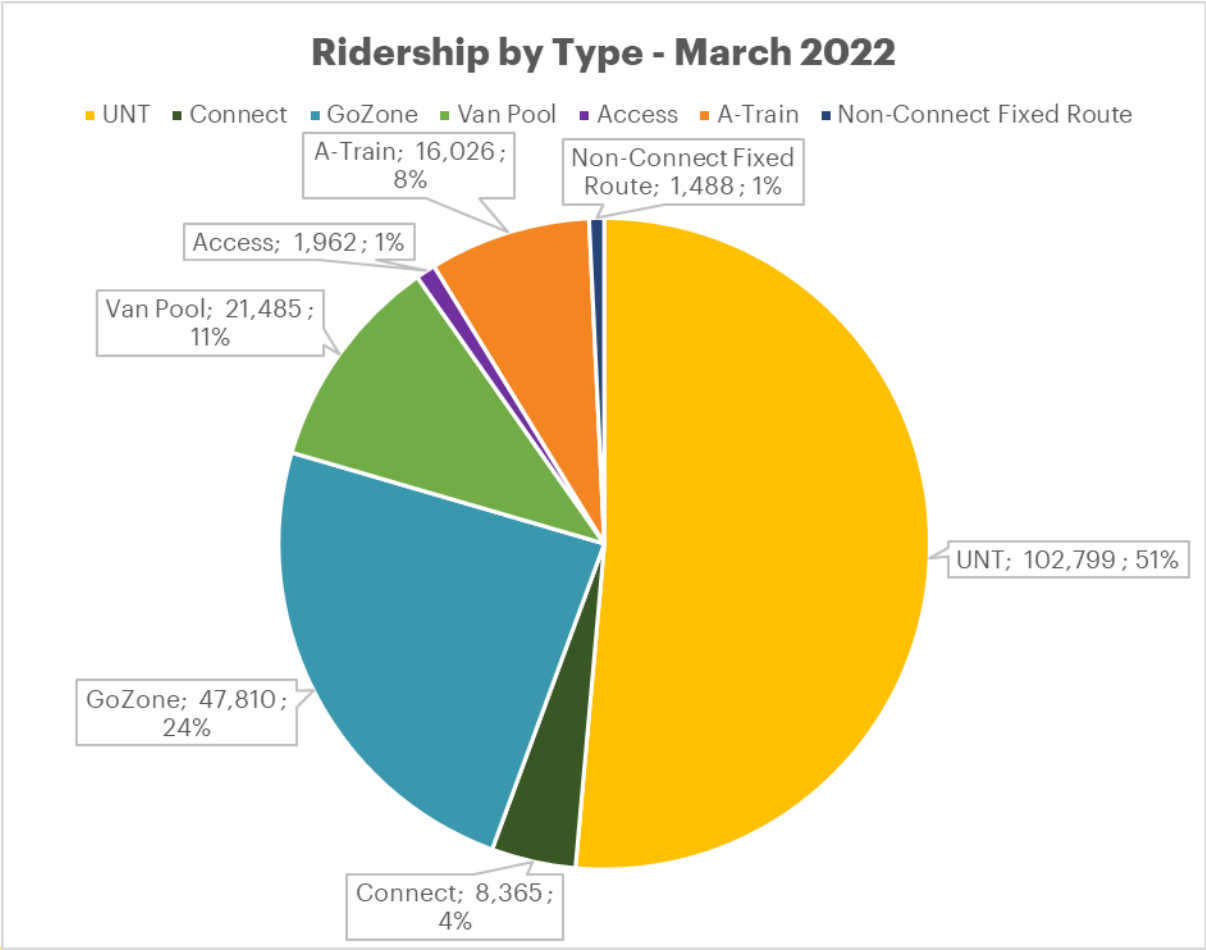
Final Review: \_\_\_\_\_  
Rony Philip Sr. Director – Rail Operations



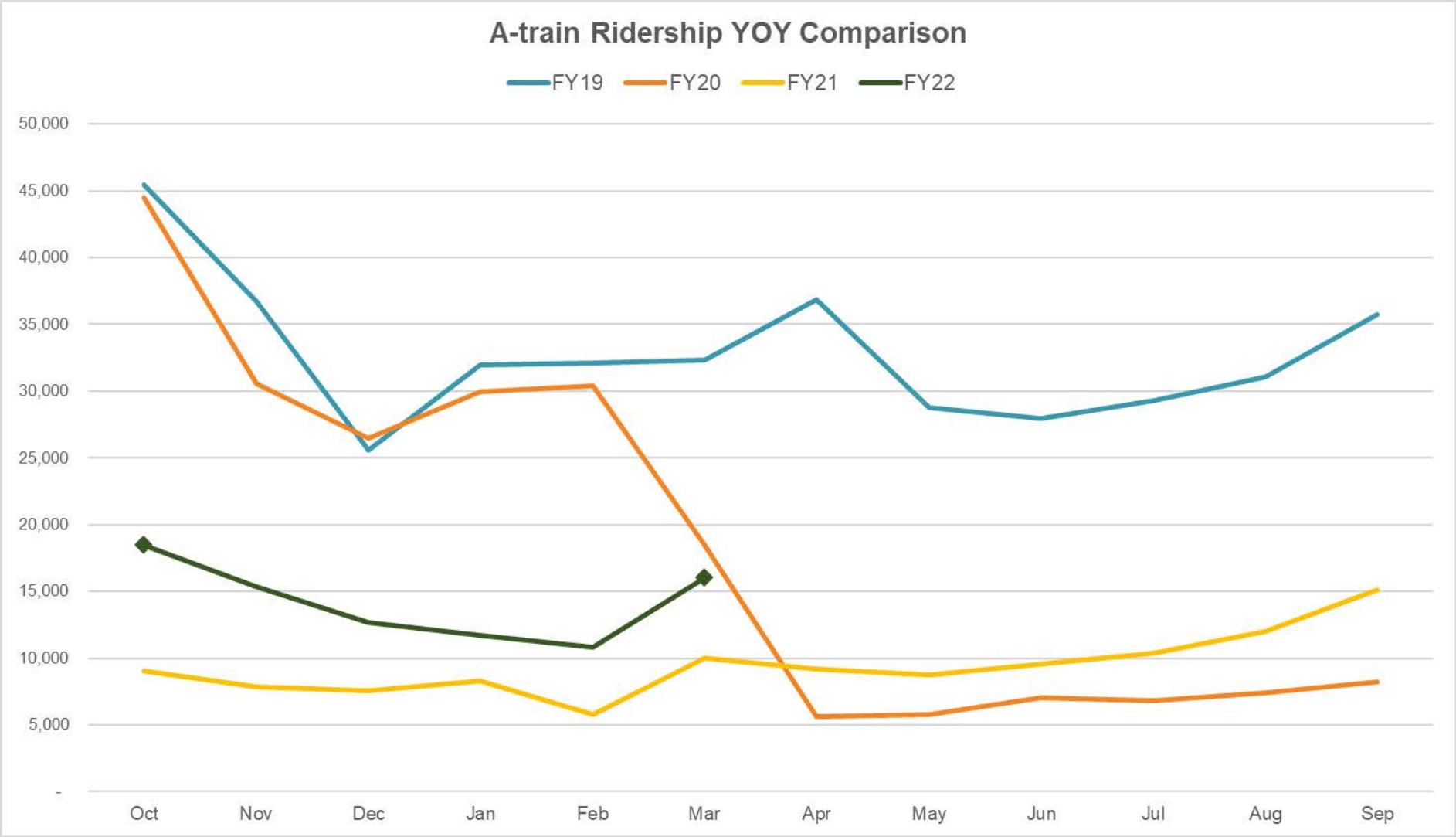
Final Approval: \_\_\_\_\_  
Javier Trilla, AVP – Innovation and Information Technology

# Ridership by Mode – March 2022

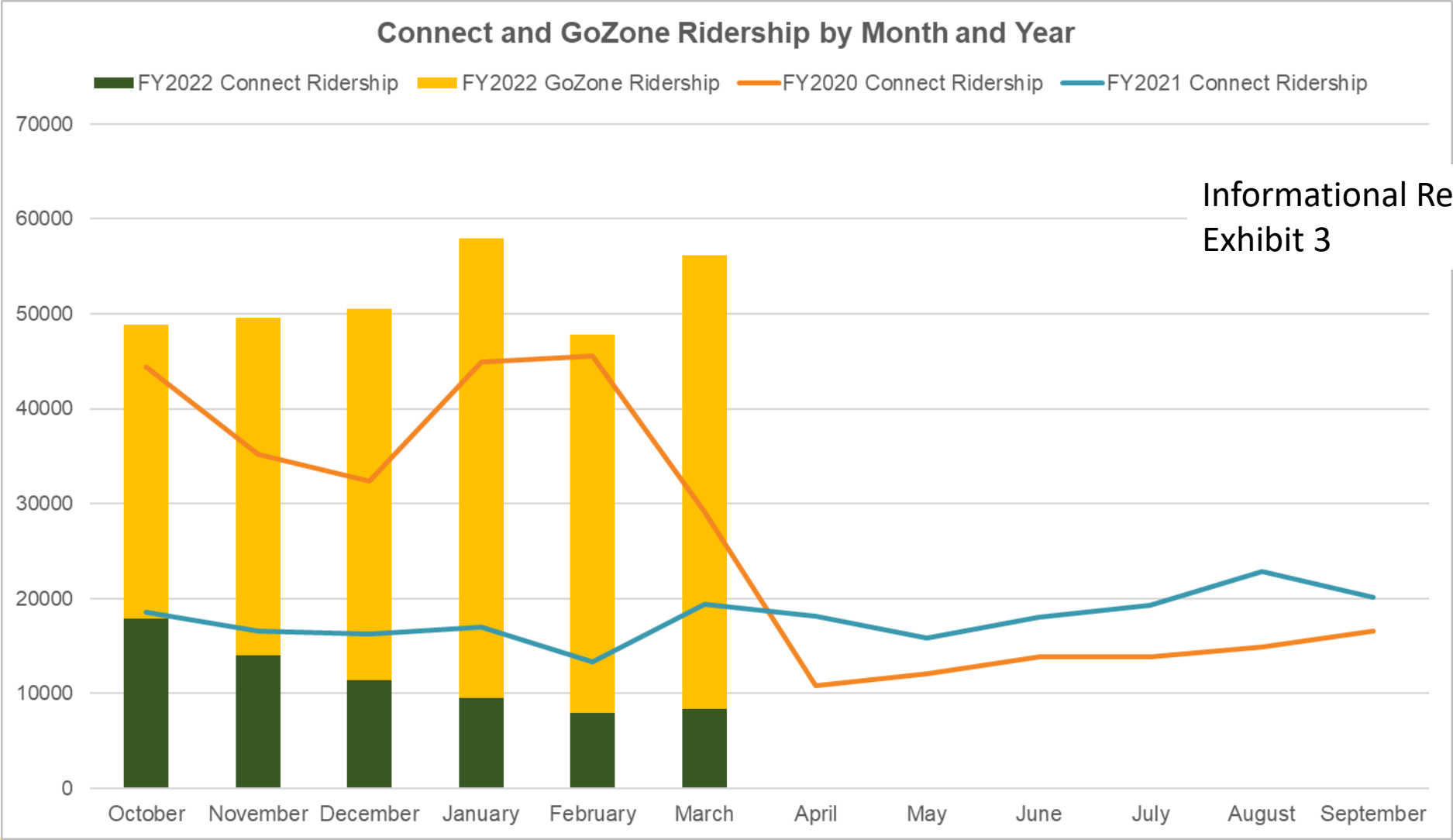
Total March 2022 ridership across all modes of transit within member cities: **199,935**



# A-train Year-Over-Year Ridership Comparison



# Connect and GoZone Ridership by Month and Year

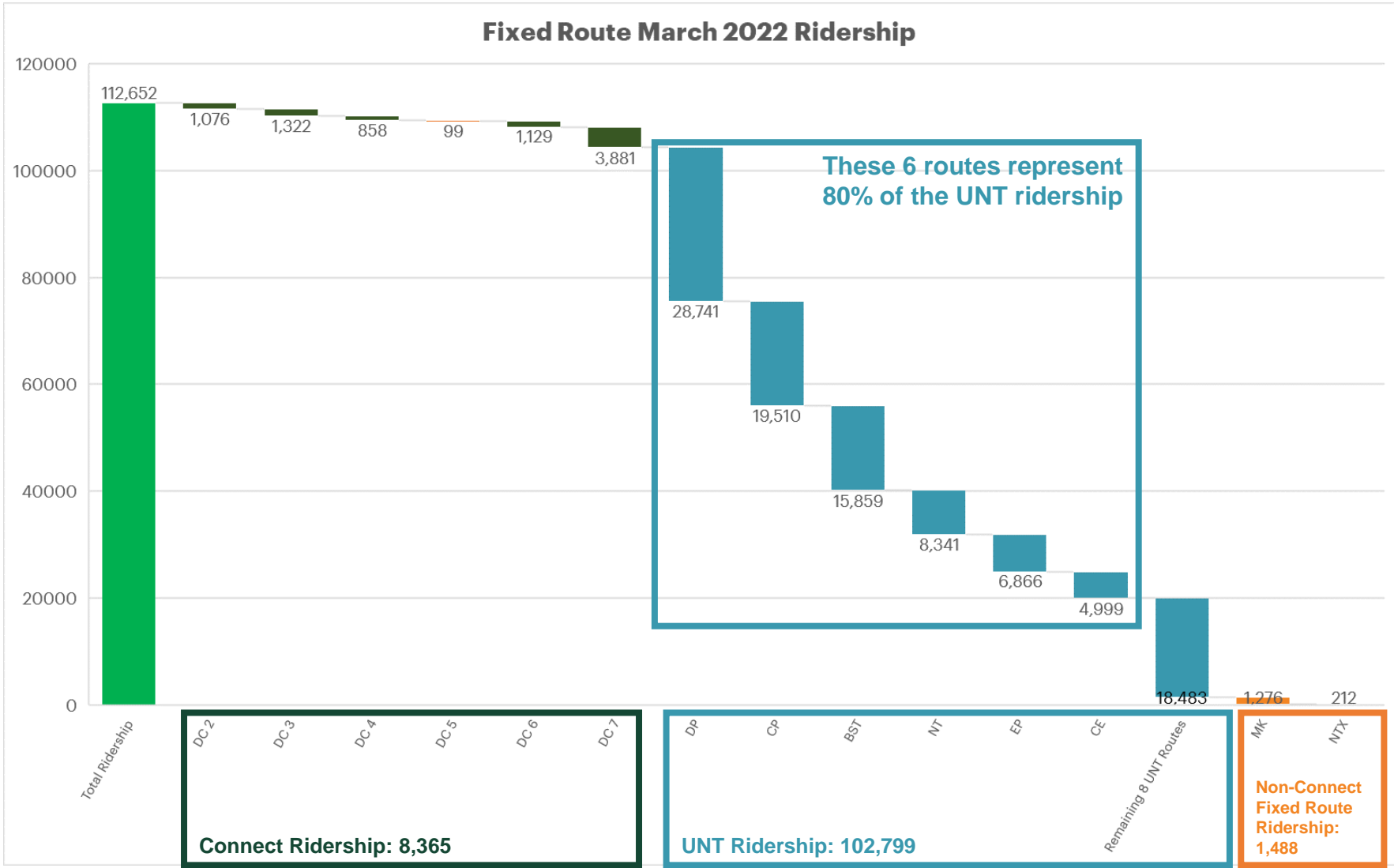


Informational Report 2  
Exhibit 3

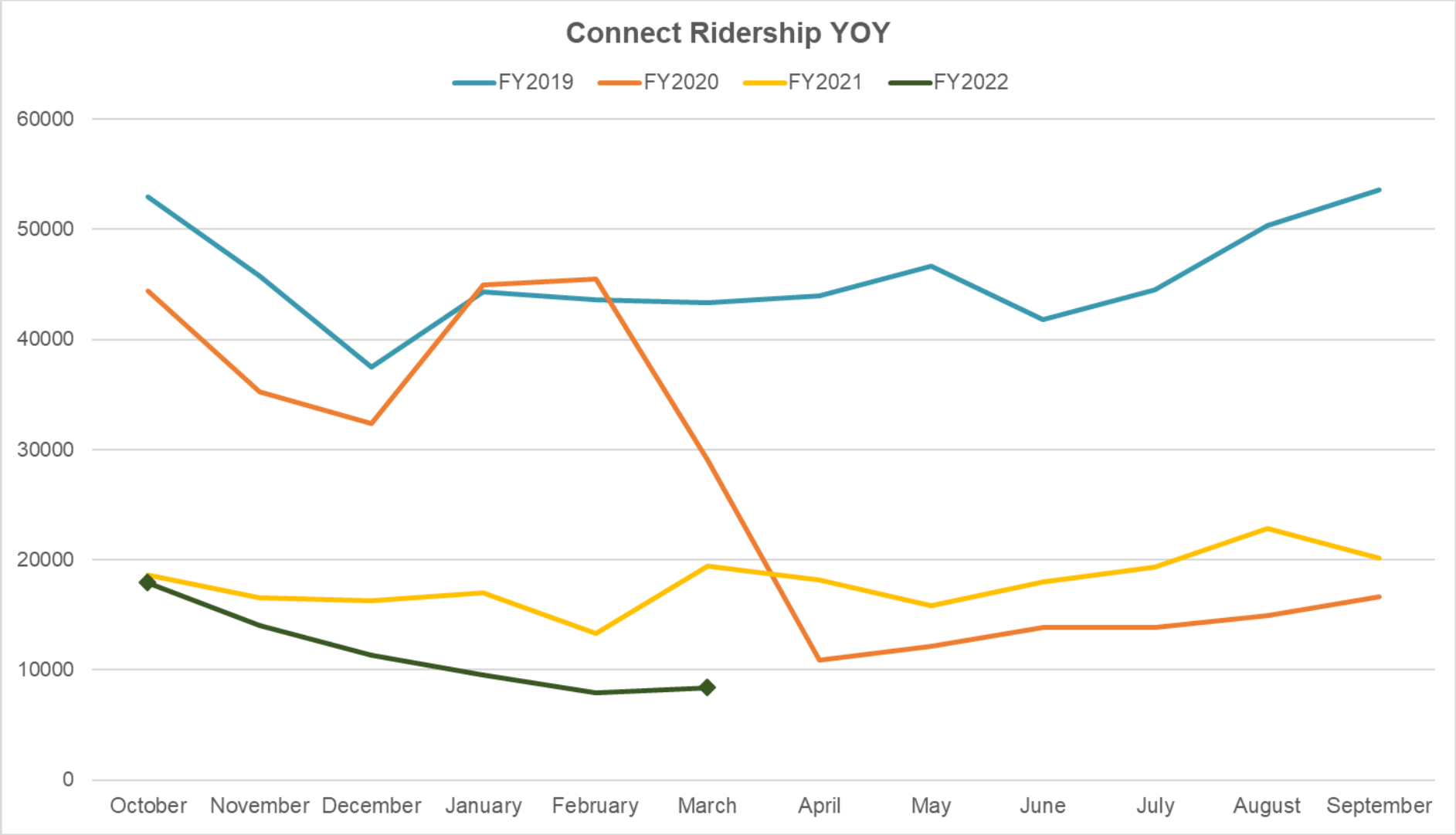
Note: GoZone program began September FY21, with first month ridership 4,377



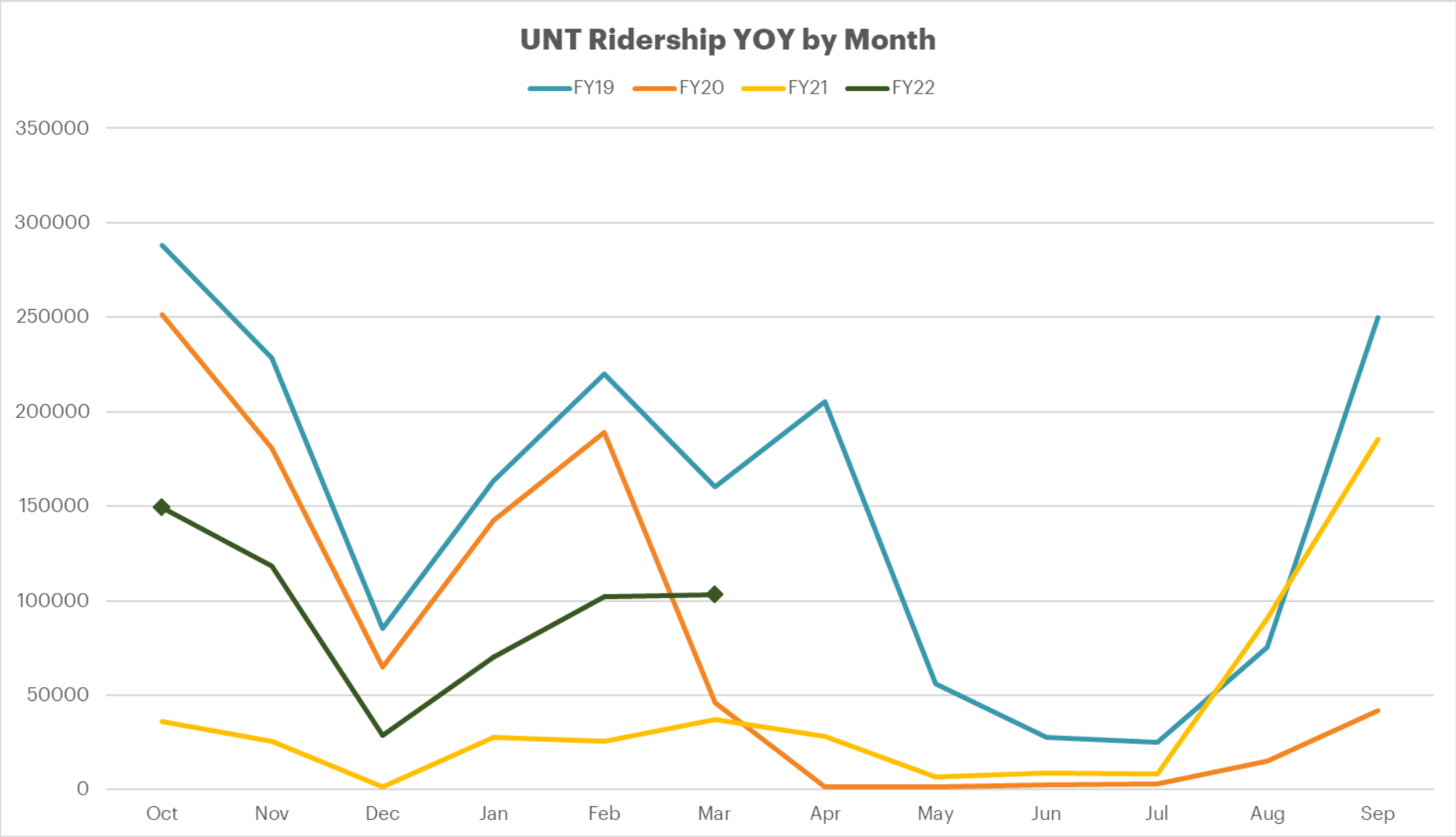
# Fixed Route Ridership – March 2022



# Connect Ridership Year-over-Year by Month



# UNT Ridership Year-over-Year by Month





## Board of Directors Memo

April 28, 2022

**Subject:** Request for Proposal (RFP) Employee Benefits Broker/Consultant Services

### Recommendation

This is an informational item only. Staff will bring an action item to the Board for consideration of approval.

### Background

The current contract for Employee Benefits Broker/Consultant Services is effective August 1, 2017 through July 31, 2022. A request for proposals (RFP) was released March 28, 2022 on Bidsync.

### Previous Board Activity & Action

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

### Identified Need

The current Employee Benefits Broker/Consultant contract expires July 31, 2022. This contract will provide ongoing support to acquire DCTA's employee benefits including medical, dental, prescription, vision, life/disability insurance and/or additional insurance policies as applicable to establish a competitive employee benefits plan. The selected firm will also provide other services to advise and assist DCTA on other related employee benefits/insurance matters.

### Financial Impact

This informational report has no financial impact.

### Exhibits

N/A

Submitted By:

Brandy Hazel, Manager of Contracts & Procurement

Approved By:

Marisa Perry, CPA

Chief Financial Officer/VP of Finance



## Board of Directors Memo

April 28, 2022

SUBJECT: Request for Proposal (RFP) Investment Advisory Services

### Recommendation

This is an informational item only. Staff will bring an action item to the Board for consideration of approval.

### Background

The current contract for Investment Advisory Services is effective August 17, 2017, through August 16, 2022. A request for Proposals (RFP) was released March 23, 2022, on Bidsync.

### Previous Board Activity & Action

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

### Identified Need

The current contract for investment advisory services will expire on August 16, 2022. This contract will provide ongoing support to ensure prudent management of DCTA's investment portfolio and assist with required reporting and compliance with the Public Funds Investment Act and DCTA's investment policy.

### Financial Impact

This informational report has no financial impact.

### Exhibits

N/A

Submitted By: *Geri Osinaike*  
Geri Osinaike, Senior Procurement Specialist

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