



## Board of Directors Regular Meeting

**May 27, 2021 | 10:00 a.m.**

To be held by Zoom Video Conference

*NOTICE IS HEREBY GIVEN that the members of the DCTA Board of Directors will be meeting via video conference using Zoom. The meeting will be made available to the public at the following web address:*

*<https://zoom.us/j/91840594093?pwd=STdkc1RTM2hyU0xEV3Jlb1lTRnprZz09> or by joining via telephone by dialing the following number: +1 346 248 7799; Meeting ID: 918 4059 4093*

### CALL TO ORDER

### INVOCATION

### 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 utilizing the "raise hand" function of the Zoom meeting at this time. Citizens that are not able to connect virtually to the Zoom meeting must email his or her public comment to [kmorris-perkins@dcta.net](mailto:kmorris-perkins@dcta.net) no later than **3:00 pm on Wednesday, May 26, 2021** to ensure the comment will be read. The Board of Directors is not permitted to take action on any subject raised by a speaker during Public Comments. However, the DCTA Board of Directors may have the item placed on a future agenda for action; refer the item to the DCTA Administration for further study or action; briefly state existing DCTA policy; or provide a brief statement of factual information in response to the inquiry.

### CONSENT AGENDA

#### **1. Consider Approval of April 22, 2021 Meeting Minutes**

**(packet pages 7-13)**

*Action Item*

Backup Information: Exhibit 1: April 22, 2021 Meeting Minutes

#### **2. Consider Approval of Monthly Financial Statements for April 2021**

**(packet pages 14-21)**

*Action Item*

Backup Information: Memo 1

Exhibit 1(a): Monthly Financial Statements – April 2021

Exhibit 1(b): Capital Projects Budget Report – April 2021

#### **3. Consider Approval of City of Highland Village's Use of Enhanced Local Assistance Program (ELAP) Funds**

**(packet page 22)**

*Action Item*

Backup Information: Memo



**4. Consider a Ratification of the Termination of the Agreement between the Denton County Transportation Authority (DCTA) and HillCo Partners**  
**(packet pages 23-33)**

*Action Item*

Presenter(s): Raymond Suarez, CEO  
Kristina Holcomb, Deputy CEO  
Backup Information: Memo  
Exhibit 1: Termination Letter

REGULAR AGENDA

**1. Review and Discuss Project Manager Office (PMO) Activities Related to Task Order #2 with Accenture, LLC**  
**(packet pages 34-37)**

*Discussion Item*

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

**2. Discuss proposed Agency Performance Measures**  
**(packet pages 38-46)**

*Discussion Item*

Presenter(s): Raymond Suarez, CEO  
Chris Newport, Accenture  
Backup Information: Memo  
Exhibit 1: Proposed Agency Performance Measures

**3. Discuss improving the Agenda Planning and Communication Process**  
**(packet pages 47-54)**

*Discussion Item*

Presenter(s): Raymond Suarez, CEO  
Chris Newport, Accenture  
Backup Information: Memo  
Exhibit 1: Agenda Planning and Communication Process

**4. Capital Edge Federal Legislative Briefing**  
**(packet pages 55-56)**

*Discussion Item*

Presenter(s): Kristina Holcomb, Deputy CEO  
Chris Giglio, Capital Edge  
Backup Information: Memo

**5. Discuss Potential Interlocal Agreement (ILA) with Dallas Area Rapid Transit (DART) for Joint Rail Operations & Maintenance Facility (JROF) and Regional Partnership Opportunities**  
**(packet pages 57-96)**

*Discussion Item*

Presenter(s): Raymond Suarez, CEO  
Kristina Holcomb, Deputy CEO

Backup Information: Memo  
Exhibit 1: Transportation Access Agreement and Easement  
Exhibit 2: Shared Services Agreement

**6. Review and consider Monsignor King (MK101) Service Status, City of Denton Requests, Impacts of Proposed GoZone Service and Future Service Needs**  
**(packet pages 97-101)**

*Discussion Item*

Presenter: Nicole Recker, VP of Mobility Services and Administration

Backup Information: Memo  
Exhibit 1: Request from the City of Denton  
Exhibit 2: Monsignor King (MK101) Route Map and Schedule

**7. Presentation of the GoZone Public Involvement Progress Report and Activities**  
**(packet pages 102-130)**

*Discussion Item*

Presenter: Nicole Recker, VP of Mobility Service and Administration

Backup Information: Memo  
Exhibit 1: Public Involvement Progress Report (April 19 – April 30, 2021)  
Exhibit 2: Overview of DCTAfeedback.net

**8. Discuss and Provide Direction on Future Meetings as it Relates to In-Person and Virtual**  
**(packet pages 131-132)**

*Discussion*

Presenter(s): Kristina Holcomb, Deputy CEO  
Joseph Gorfida, Legal Counsel

Backup Information: Memo

**9. Discuss Local & Regional Transportation Updates and Legislative Issues**

*Discussion Item*

Presenter(s): Chair Chris Watts  
Director Dianne Costa  
Raymond Suarez, CEO  
Kristina Holcomb, Deputy CEO

Backup Information: N/A

## INFORMATIONAL REPORTS

### 1. Monthly Financial Reports

(packet pages 133-139)

Backup Information: Memo 1: Monthly Sales Tax Receipts  
Exhibit 1: FY21 Monthly Sales Tax Report  
Memo 2: Monthly Mobility-as-a-Service Update  
Memo 3: Budget Information

### 2. Ridership Trend Report

(packet pages 140-147)

Backup Information: Memo  
Exhibit 1: FY19, FY20, & FY21 Total Monthly Ridership – Rail  
Exhibit 2: FY19, FY20, & FY21 Total Monthly Ridership – Bus  
Exhibit 3: FY19, FY20, & FY21 Total Monthly Ridership – Access  
Exhibit 4: FY19, FY20, & FY21 Total Monthly Ridership – On-Demand  
Exhibit 5: A-train Ridership Pre- and During COVID-19 Comparison  
Exhibit 6: Monthly A-train Ridership Trend March 2020-April 2021

### 3. Fiscal Year 2022 Healthcare Benefit Contracts

(packet pages 148-164)

Backup Information: Memo  
Exhibit 1: Holmes Murphy RFP Questionnaire

### 4. State Legislative Update

(packet pages 165-176)

Backup Information: Memo  
Exhibit 1: Legislative Deadline Calendar/Dates of Interest  
Exhibit 2: SB 858 Bill Analysis (As originally filed; now also applies to DCTA)  
Exhibit 3: SB 858 Engrossed (Data Privacy Legislation)

### 5. Connect Route 3 & 7 Survey Data

(packet pages 177-179)

Backup Information: Memo

### 6. Swiftly Contract Renewal 2021

(packet pages 180-183)

Backup Information: Memo  
Exhibit 1: Upcoming Extension Agreement with Swiftly





## FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

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

Backup Information: Exhibit 1: Board Agenda Outlook as of 5.20.2021 ([packet page 184](#))

[Next Board Meeting Date: Budget Workshop, June 17, 2021](#)

Next Regularly Scheduled Meeting Date: June 25, 2021

## REPORT ON ITEMS OF COMMUNITY INTEREST

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

## CONVENE EXECUTIVE SESSION

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

- A. As Authorized by Section 551.071(2) of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the General Counsel on any Agenda Item Listed Herein or the Regular Board Meeting Agenda.
- B. As Authorized by Section 551.074 of the Texas Government Code, the Board of Directors may convene into Executive Session for the purpose of discussing the duties and evaluation of the Chief Executive Officer (CEO).

## RECONVENE OPEN SESSION

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

## ADJOURN

### **Board Members:**

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

### **Alternates**

John Ryan, Denton  
Jody Gonzalez, Denton County Seat 1  
Paul Cristina, Denton County Seat 2  
Charlotte Wilcox, Highland Village  
Kristin Green, Lewisville



**Non-Voting Board Members:**

Mark Miller  
Connie White  
Dennie Franklin  
Tom Winterburn, Joe Perez

***Staff Liaison:***

Raymond Suarez, CEO

This notice was posted on May 20, 2021 by 5pm.

A handwritten signature in blue ink, reading "Kisha Morris-Perkins", is written over a horizontal line.

Kisha Morris-Perkins  
Executive Assistant | Board Process Manager



## Board of Directors Regular Meeting Minutes

### April 22, 2021

### 10:00am

The Board of Directors of the Denton County Transportation Authority (DCTA) convened the Regular Meeting of the Board of Directors with Chair Chris Watts presiding on April 22, 2021 remotely using Zoom Meeting.

#### **Voting Members**

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

#### **Alternates**

Board Member John Ryan, City of Denton  
Board Member Jody Gonzalez, Denton County  
Board Member Paul Cristina, Denton County  
Board Member Charlotte Wilcox, City of Highland Village  
Board Member Kristin Green, City of Lewisville

#### **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 Executive Staff**

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

#### **CALL TO ORDER**

Chair Watts called meeting to order at 10:01 am. All Voting Board Members were present constituting a quorum. In addition, the following DCTA Board Members were also present: Charlotte Wilcox, Jody Gonzalez, Tom Winterburn, Dennie Franklin, Connie White and Mark Miller.

#### **INVOCATION**

Chair Watts announced a moment of silence and reflection.

#### **INTRODUCTIONS**

Kisha Morris-Perkins, Executive Assistant/Board Process Manager was introduced.

#### **PUBLIC COMMENT**

There were no public comments received in advance via email or by utilizing the electronic "raise hand" function during Public Comment.

#### **CONSENT AGENDA**

1. Consider Approval of March 10, 2021 Meeting Minutes
2. Consider Approval of March 31, 2021 Joint DCTA/NTMC Special Called Meeting Minutes



3. Consider Approval of April 7, 2021 Special Called Meeting Minutes
4. Consider Approval of Cybersecurity Policies
5. Consider Authorizing the CEO to Execute a Contract for Rider Alert/Email Marketing System
6. Consider Authorizing the CEO to Execute a Contract for Brand Ambassador Services
7. Consider Approval of Assignment of Ground Lease from Eastsky Hebron Phase 3 and 4 Owner LLC ("Assignor") to Eastsky Hebron Phase 3 and 4 Owner LLC; Eastsky Hebron Phase 3 and 4 Owner II LLC; and Eastsky Hebron Phase 3 and Phase 4 Owner III LLC as Tenants in Common ("Assignee")

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

## **REGULAR AGENDA**

### **1. Consider Approval of Monthly Financial Statements for February and March 2021 and Quarterly Reports for Q2 FY21**

Marisa Perry, CFO/VP of Finance highlighted the following:

- Noted two (2) month financials – February 2021 and March 2021
- Outlined any unfavorable variances: Insurance expense (will be cleared next month)
- Quarterly Investment Report: Benchmark comparisons
- Grants Report: American Rescue Plan Funding (use after CARES Act funding is depleted) and FEMA funding for Texas Motor Speedway Shuttle Service reimbursement

Board discussion regarding clarification of the CARES Act funding and whether it is an appropriate use for Via Rail Expansion (note: CARES funding is not allowed for capital projects), revenue balance, discontinuation of Texas Motor Speedway (TMS) Shuttle service, utilizing sales tax for the Silver Line and A-train to Silver Line expansion.

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

### **2. Consider Authorizing CEO to Execute a Task Order with Via for Microtransit On-Demand Service Delivery**

Nicole Recker, VP Mobility Services & Administration and Marisa Perry, CFO/VP of Finance presented the report, highlighting the following:

- Task Order Structure (Phase I, Phase IIA, and Phase IIB)
- Updated Year 1 Costs
- Task Order Cost (including 4-year cost model)
- Cost Comparisons (Direct Costs to be Replaced by Via/Indirect, Allocated Costs/Direct & Indirect costs for Connect, Zone HV Lyft)
- Assessing Success Post Launch (The Plan, The Reporting, Daily/Monthly Success Metrics)
- Via Sample Daily Service Report
- Program Timeline

Board discussion regarding the clarification of \$5.9M allocated costs, impact on budget, implementation date (i.e. September 7, 2021), clarification of "add-on" services, approval and clarification of Task Order, cost analysis, cost savings, reduction of variable costs, included access service, Via's Scope of Work, modifications to the contract, fees associated with a Task Order, level of commitment associated with signing Task Order, modify or terminating agreement, risks associated with signing Task Order, and a clarification of "not-to-exceed" amounts. Note: A request was made to have staff prepare a "one page" document outlining the next steps and options.

Staff advised the Board that authorizing the CEO to execute a Task Order with Via would allow Via the notice to proceed for all upfront work required to launch Phase I Base Service and Phase I Add-Ons. However, there is no guarantee of Via receiving (upfront) all of the funding based upon the length of the contract as Via will have to demonstrate their ability to perform the job as outlined in the contract. It was also shared that all public involvement activities/comments and the Title VI Analysis will be shared with the Board. Furthermore, staff informed the Board that later this Summer (tentatively slated for July 2021), DCTA will consider (if necessary) a budget amendment when there is a more solidified plan.



***Motion by Board Member Costa with a second by Vice-Chair Molina to approve as presented adding “the guarantee of upfront costs for Base Level service at a minimum” to the language of the Task Order. Motion passes 5-0.***

*Note: The Board recessed at 11:24am and reconvened at 11:36am.*

**3. Review and Discuss Project Manager Officer (PMO) Progress Report**

Chris Newport, Accenture, presented the report highlighting the following:

- Program Status Dashboard
- Refined Initiative Prioritization

Staff discussed DART/GoPass/Via integration specifically indicating conversations will occur with appropriate individuals to ensure licensing with DART is included in the GoPass contract. Board concerns regarding lack of alignment with DCTA and Trinity Metro.

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

**4. Presentation and Update Regarding Trinity Metro Partnership**

Raymond Suarez, CEO, introduced the agenda item specifically addressing the Letter of Intent (LOI) and potential Interlocal Agreement (ILA).

Chris Newport, Accenture, gave a presentation highlighting the following:

- Bus Operations & Maintenance ILA Status Overview
- Bus Operations & Maintenance Partnership Discussion Evolution (Joint DCTA-Trinity Metro LGC and Bus O&M Services via ILA)
- DCTA Identified Obstacles
- Current State Findings (Service & Tech)
- DCTA Service Current State Analysis
- Application Improvement Priority Heat Map
- Application Portfolio (Bus Fleet Manager and Route Planning, Bus Onboard Technology)
- Current State Findings – Finance
- DCTA Finance Current State Analysis (Barriers and Challenges, Finance and Accounting Processes and Controls, Finance and Accounting Priorities and Guiding Principles)
- Bus Operations & Maintenance ILA Potential Impact on Transformation Initiatives
- ILA Summary and Next Steps (ILA Current State Summary/Next Steps)

Board discussion regarding a need for a cost/benefit analysis prior to “turn-key” implementation.

CEO Suarez advised the Board that DCTA will continue to operate at current levels while investigating, through cost-benefit analysis, different opportunities with Trinity Metro and/or others (i.e. build, buy or partner). It is the understanding that there is no technical reason as to why DCTA cannot partner with Trinity Metro if there is a contractual framework for risk and liability. It was recommended that DCTA focus on the effective implementation of Via while providing the Board with relevant information from the potential Trinity Metro partnership.

***It was the consensus of the Board to move in the direction recommended by staff. No Board action required at this time.***

**5. Discuss the Extension to the Interlocal Agreement (ILA) with the City of McKinney for the Provision of McKinney Urban Transit District (MUTD) Collin County Transit Services**

Nicole Recker, VP Mobility Services & Administration presented the report summarizing that DCTA previously approved the City of McKinney and the McKinney Urban Transit District (MUTD), a contract extension of six months (January 1, 2021 – June 30, 2021), to explore additional/future service delivery for Collin County Transit. They have since requested an additional 6-month extension (July 1, 2021 – December 31, 2021) to allow DART and DCTA, through MaaS service contract system, time to prepare a service delivery proposal for Board consideration. In addition, MUTD has asked for a Joint Letter



of Agreement (DART and DCTA) stating DCTA and DART's intent to provide a proposal before the December 31<sup>st</sup> deadline. As a reminder, DCTA is fully reimbursed by the City of McKinney for all Collin County transit services. The purpose of staff bringing forward this agenda item:

- In preparation for an action item on the May 2021 agenda of three (3) separate items:
  1. An amendment (6<sup>th</sup>) to the City of McKinney ILA
  2. An extension with Irving Holdings (contractual component)
  3. Budget amendment showing fully reimbursable costs for the extension of July 1, 2021 – December 31, 2021
- Notify the Board of the Joint Letter of Agreement request MUTD submitted to DCTA and DART (legal reviewed and expressed no legal concerns)

Staff is requesting Board feedback on extension and joint Letter of Agreement. It should be noted that MUTD has a meeting scheduled early May regarding next steps and the DCTA's decision would play a pivotal role in their timeline. In addition, there have been very collaborative discussions with DART and DCTA regarding how DART might provide services throughout the City of McKinney.

Board received clarification on Joint Letter of Agreement noting that there is no language in the letter that would hold DCTA accountable for delivering any services beyond the extension deadline.

***It was the consensus of the Board to move forward with the request to extend the 6 month contract until December 31, 2021, to be presented for consideration at the May 2021 DCTA Board Meeting with a Joint Letter of Intent signed by the DCTA CEO on behalf of DCTA.***

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

#### **6. Discuss Potential Interlocal Agreement (ILA) with DART for the Joint Rail Operations & Maintenance Facility (JROF) and Regional Partnership Opportunities**

Raymond Suarez, CEO, gave the presentation highlighting the following:

- Proposed DCTA/DART Joint Rail Operating Facility ILA
- DART plans: Design and construct an Equipment Maintenance Facility in support of the Silver Line Commuter Rail operations and maintenance
- DART/DCTA: desire to enter into an agreement to perform shared rail operations and maintenance functions from the existing DCTA OMF facility in Lewisville.
- Proposal: Expand the DCTA Rail O&M facility to accommodate Silver Line operations and maintenance.
- DART/DCTA will work to plan, design and construct facilities to accomplish the following:
  - ✓ Delivery, testing and commissioning of 8 DART Stadler Silver Line FLIRT diesel multiple unit vehicles
  - ✓ Accommodate the storage of DART's DMUs
  - ✓ Maintain/operate Silver Line DMUs during revenue services
  - ✓ Make accommodations for DART personnel and DART's maintenance contractor staff to operate from the DCTA OMF
  - ✓ Operate joint, efficient, and cost-effective Maintenance facility
- Proposed Phases 1-3
- Proposed DCTA Responsibilities
- Proposed DART Responsibilities
- Proposed Joint Responsibilities
- A-train Station
- Veloweb Hike & Bike Trail (NCTCOG)
- DCTA/DART Regional Connectivity
- Next Steps

Board discussion regarding potential direction of the ILA, concerns with forfeiting potential leverage for getting a station on the Cotton Belt and whether or not language could be created to ensure DCTA has one (1) of the two (2) options on the Cotton Belt, concerns with providing billing on the first of the month, possibly tying this action to the renewal of rail lease



agreement, the benefits to DCTA verses “intensions” and the evolution (in bullet-form memo) that qualifies this ILA as “best choice”.

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

#### **7. Discuss Agency Title VI Program Update Process**

Athena Forrester, Assistant VP, Regulatory Compliance/DBE Liaison led the discussion highlighting the following:

- DCTA, as a recipient of federal funds is required to have a Title VI program
- Required to update every 3 years (Last update – 2019)
- Deadline to submit to FTA – July 2022
- Implementation of Via could have a major impact on Title VI
- Possible need of contractual assistance depending upon what needs to be updated/addressed (i.e. demographics, census information, etc.)
- Agenda item to discuss/consider process in May-June 2021 timeframe to hire a consultant to prepare for FTA submission

***No questions from the Board. No Board action required at this time.***

#### **8. Discuss Highland Village Enhanced Local Assistance Program (ELAP) Funds**

Board Member Costa and Highland Village Chief Financial Officer Ken Heerman, led the discussion regarding the Enhanced Local Assistance Program (ELAP) Funds summarizing the following:

Highland Village received ELAP funds and identified uses; however, the project (bus station) did not move forward. Funds were repurposed to purchase buses (which were purchased) but had remaining funds of \$29,000. The \$29,000 was repurposed to look for trail connections across Copperas Lake through Double Tree Ranch to connect to the Highland Village/Lewisville Lake Train Station. As part of the I-35 project, TxDOT built the trail section and funds were not necessary. Due to Highland Village and DCTA staff turnover, the funds were set aside and did not have an identified use at the time. However, with the reestablishment of the TRIP Program, Highland Village now has an appropriate project (trail connection adjacent to the Highland Village road) that would be able to utilize those funds. Realizing that the expiration to utilize those funds is expired according to the contract, the “ask” is for DCTA to honor the original intent of appropriately utilizing the funds.

Board discussion regarding the original ELAP program and status when funds were issued.

***It was the consensus of the Board to have the use of Highland Village Enhanced Local Assistance Program (ELAP) funds on the Consent Agenda for consideration at the May 2021 meeting.***

#### **9. Discuss and Receive an Update on Texas Motor Speedway (TMS) Shuttle**

Raymond Suarez, CEO and Marisa Perry, CFO, provided an update highlighting the following:

- March 2021 – Asked by County to provide TMS Shuttle Service
- March 2021 Costs – approximately \$26,000 for TMS Shuttle
- Mid-April reduced the number of trips per day and day per week (anticipate April costs reduced)
- County is anticipated to suspend mid-May 2021
- Total: Approximately \$60,000 – DCTA’s commitment from end of February 2021 through May 2021
- DCTA will be pursuing FEMA funding through Denton County (any funding not eligible through FEMA can be reimbursable by CARES Act funding)

***No questions from the Board. No Board action at this time.***

#### **10. Discuss Local & Regional Transportation Updates and Legislative Issues**

Lindsey Baker, Director of Governmental Affairs and Legislative Consultant Rick Dennis, HillCo, provided the following:

- 40 days left in Legislative Session
- Budget on the House Floor (going through 100 amendments)





- Currently tracking 90 priority items on DCTA Bill track (Senate and House bills - some have identical components)
- 4 Bills that have specific references to the enabling statute creating the DCTA – vetting all four (4) to ensure there are no problems with wording
- Watching (destination sales tax legislation, constitution carry firearms, taxpayer funded lobbying, special session on redistricting)

***No questions from the Board. No Board action required at this time.***

#### **INFORMATIONAL REPORTS**

1. Monthly Financial Reports
2. Ridership Trend Report
3. Connect Route 3 and Route 7 Survey Data
4. Social Service Agency Roundtable Report (March 2021)
5. Public Involvement Plan Progress Report
6. Congressional Legislative Updates
7. DCTA Priority Actions Flowchart
8. Regional Vanpool Program Modification Update

Board discussion regarding clarification on Route 3, Route 7 and UNT survey data.

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

#### **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.

***No items discussed. No Board action required.***

#### **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.

- Celebrate Trails Day – April 24, 2021
- Proposed GoZone On-Demand Public Input – April 19, 2021 through June 25, 2021
- Business of the Year Nomination – DCTA
- Call for Projects Deadline – May 1, 2021

***The Board recessed at 1:41pm and reconvened at 1:44pm.***

#### **CONVENE EXECUTIVE SESSION**

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

A. As Authorized by Section 551.071(2) of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the General Counsel on any Agenda Item Listed Herein or the Regular Board Meeting Agenda.

B. As Authorized by Section 551.074 of the Texas Government Code, the Board of Directors may convene into Closed Executive Session for the purpose of discussing the duties and evaluation of the Chief Executive Officer (CEO).

***The Board entered Executive Session at 1:50pm.***





**RECONVENE OPEN SESSION**

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

***The Board reconvened into Open Session at 3:04pm with no action taken and adjourned the meeting at 3:05pm.***

---

Chris Watts, Chair

**ATTEST:**

---

Sam Burke, Secretary

## Board of Directors Memo

May 27, 2021

SUBJECT: Monthly Financial Statements for April 2021

### Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports presented for the period ending April 30, 2021 include the Statement of Change in Net Position, Statement of Net Position, and Capital Projects Fund. These reports provide a comparison of budget vs. actual for the fiscal year as of the current month.

### Previous Board Activity & Action

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

### Identified Need

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

### Financial Impact

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

- **Note A:** Passenger Revenues – YTD unfavorable by \$22k as YTD bus ridership for Connect, Access, Zone service, North Texas Xpress, Frisco and CCT of 137k was 24% lower than budgeted ridership of 179k and YTD rail ridership of 58k which was 34% lower than budgeted rail ridership of 87k. This variance is partially offset by rail average fare per rider of \$2.35 which is 57% higher than the budgeted \$1.50 fare per rider. System ridership remained under budget throughout the month of April in response to COVID-19, telecommuting arrangements, and declines in travel.

		YTD FY21 Actual Ridership	YTD FY21 Budgeted Ridership	% Variance, Actual to Budget	YTD FY20 Actual Ridership	% Variance, Actual to Prior Yr
Total Rail Ridership		57,605	87,431	-34%	186,002	-69%
Connect		121,308	153,900	-21%	274,334	-56%
Access & Zone Service		11,274	18,381	-39%	21,241	-47%
Frisco	(A)	1,311	3,824	-66%	4,732	-72%
Collin County Transit (CCT)	(A)	5,898	968	509%	7,847	-25%
North Texas Express		2,633	2,390	10%	6,376	-59%
University of North Texas	(B)	178,895	498,794	-64%	887,458	-80%
Special Movements	(B)	-	-	N/A	4,763	-100%
Total Bus Ridership		321,319	678,257	-53%	1,206,751	-73%
Vanpool	(B)(C)	101,694	-	N/A	86,244	18%
Total System Ridership		480,618	765,688	-37%	1,478,997	-68%

(A) Includes Demand Response service and Taxi service.

(B) These ridership numbers are not linked to passenger revenues and are shown for information purposes only to include all system ridership.

(C) Vanpool reporting was not received for April ridership and will be reported next month.

- **Note B:** Contract Service Revenue – YTD unfavorable by \$329k primarily due to lower than budgeted revenue hours and billable fuel costs. Actual YTD billed service hours were under budget due to lower than budgeted service requested for UNT, Frisco, CCT, and Coppell (\$119k decreased revenue). Average YTD pass-through fuel cost of \$1.84/gallon was 33% lower than budgeted \$2.75/gallon and YTD usage of 57k gallons was 31% lower than budgeted usage of 82k gallons (\$122k decreased revenue). Additionally, Special Movements, Lyft, and Taxi services were all under budget (\$88k decreased revenue).
- **Note C:** Sales Tax Revenue – April 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 April will be received in June. The Sales Tax Report included in this agenda packet provides a more detailed Budget to Actual comparison of sales tax receipts collected through May, representing sales tax generated through March.
- **Note D:** Federal/State Grants - Capital – YTD unfavorable by \$3.6 million mainly due to timing differences of drawdowns for Positive Train Control (PTC) funding and Fleet Replacement. The PTC Enhancements project has been put on hold to ensure that future plans align with the potential partnership with DART for the joint rail operations facility. The Fleet Replacement purchase was approved by the Board in August 2020 and vehicles are expected to begin arriving in June 2021; purchase of additional fleet is on hold pending service changes. DCTA staff will propose a budget revision if necessary.

	YTD FY21 Actual Revenue	YTD FY21 Budgeted Revenue	Variance, Actual to Budget
PTC Implementation & Enhancements	\$ 565,046	\$ 1,777,012	\$ (1,211,966)
Fleet Replacement	-	2,408,319	(2,408,319)
	<b>\$ 565,046</b>	<b>\$ 4,185,331</b>	<b>\$ (3,620,285)</b>

- **Note E:** Federal/State Grants - Operating – YTD unfavorable by \$4.4 million due in part to the delay in execution of the Fixed Guideway grant that is used for Rail Preventive Maintenance as well as a timing difference in budgeted CARES Act funding. Reimbursement requests will be made as expenses are incurred; DCTA will continue to monitor and will propose a budget revision if necessary.

	YTD FY21 Actual Revenue	YTD FY21 Budgeted Revenue	Variance, Actual to Budget
Bus Preventive Maintenance	\$ 606,240	\$ 666,169	\$ (59,929)
Rail Preventive Maintenance	176,970	822,181	(645,211)
Bus Operating Assistance	1,313,049	2,524,369	(1,211,320)
Rail Operating Assistance	1,299,806	3,598,904	(2,299,098)
ADA Assistance	152,504	175,000	(22,496)
Vanpool	120,960	182,700	(61,740)
Safety & Security Equipment	-	37,513	(37,513)
NCTCOG Train the Trainer	99,778	125,541	(25,764)
	<b>\$ 3,769,307</b>	<b>\$ 8,132,377</b>	<b>\$ (4,363,071)</b>

- **Note F:** Insurance Expense – YTD unfavorable by \$60k due to timing differences between budget and actual expenses as well as cancellation terms of the previous rail liability policy with McGriff, Seibels & Williams, of which the majority of prepaid premiums were refunded in April. DCTA engaged with DART to split liability premiums between DART, DCTA, and Trinity Metro for overall agency savings with coverage effective December 2020.

**Recommendation**

Staff recommends approval.

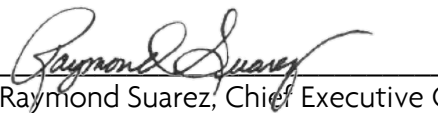
**Exhibits**

Exhibit 1(a): Monthly Financial Statements – April 2021

Exhibit 1(b): Capital Projects Budget Report – April 2021

Submitted By:   
Amber Karkauskas, Controller

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

Approval:   
Raymond Suarez, Chief Executive Officer



## DENTON COUNTY TRANSPORTATION AUTHORITY

CHANGE IN NET POSITION  
MONTH AND YEAR TO DATE AS OF APRIL 30, 2021  
(UNAUDITED)

Description	Month Ended April 30, 2021			Year to Date April 30, 2021			Annual Budget	
	Actual	Budget	Variance	Actual	Budget	Variance		
<b>Revenue and Other Income</b>								
Passenger Revenues	\$ 42,834	\$ 59,768	\$ (16,934)	\$ 275,329	\$ 297,351	\$ (22,022)	\$ 580,291	Note A
Contract Service Revenues	348,268	392,751	(44,483)	1,858,754	2,188,020	(329,266)	3,633,760	Note B
Sales Tax Revenues	3,361,896	2,492,462	869,434	19,141,402	14,628,557	4,512,845	26,624,124	Note C
Federal/State Grants - Capital	7,028	266,667	(259,639)	565,046	4,185,331	(3,620,285)	6,094,359	Note D
Federal/State Grants - Operating	263,787	3,127,038	(2,863,251)	3,769,307	8,132,377	(4,363,071)	16,506,874	Note E
<b>Total Revenues and Other Income</b>	<u>4,023,814</u>	<u>6,338,686</u>	<u>(2,314,872)</u>	<u>25,609,838</u>	<u>29,431,636</u>	<u>(3,821,798)</u>	<u>53,439,408</u>	
<b>Operating Expenses</b>								
Salary, Wages and Benefits	347,469	355,867	8,398	2,331,744	2,484,323	152,579	4,263,661	
Outsourced Services and Charges	219,009	515,671	296,662	1,791,967	3,066,110	1,274,143	5,029,792	
Materials and Supplies	196,440	254,556	58,116	870,056	1,656,459	786,403	2,858,519	
Utilities	31,020	42,083	11,063	218,138	296,937	78,799	508,810	
Insurance	99,032	140,658	41,626	1,044,956	984,606	(60,350)	1,685,712	Note F
Purchased Transportation Services	904,662	1,035,081	130,419	5,415,041	6,612,660	1,197,619	11,203,657	
Employee Development	4,020	17,432	13,412	31,473	156,768	125,295	241,604	
Leases and Rentals	20,086	19,654	(432)	128,265	137,403	9,138	238,468	
Depreciation	792,748	887,296	94,548	5,570,809	5,954,374	383,565	10,489,375	
<b>Total Operating Expenses</b>	<u>2,614,485</u>	<u>3,268,298</u>	<u>653,813</u>	<u>17,402,448</u>	<u>21,349,640</u>	<u>3,947,192</u>	<u>36,519,598</u>	
<b>Income Before Non-Operating Revenues and Expenses</b>	1,409,329	3,070,388	(1,661,059)	8,207,389	8,081,996	125,393	16,919,810	
<b>Non-Operating Revenues / (Expense)</b>								
Investment Income	(1,853)	8,330	(10,183)	18,441	58,310	(39,869)	100,000	
Gain (Loss) on Disposal of Assets	-	-	-	3,850	-	3,850	-	
Fare Evasion Fee	-	-	-	-	-	-	-	
Other Income/(Expense) - Miscellaneous	134,072	-	134,072	160,951	-	160,951	200,000	
Long Term Debt Interest/Expense	(38,329)	(47,729)	9,400	(420,544)	(373,683)	(46,861)	(612,330)	
<b>Total Non-Operating Revenues / (Expenses)</b>	<u>93,891</u>	<u>(39,399)</u>	<u>133,290</u>	<u>(237,302)</u>	<u>(315,373)</u>	<u>78,071</u>	<u>(312,330)</u>	
<b>Income (Loss) before Transfers</b>	1,503,220	3,030,989	(1,527,769)	7,970,088	7,766,623	203,465	16,607,480	
Transfers Out	(577,916)	(739,294)	161,378	(3,884,207)	(4,725,981)	841,774	(8,214,303)	
<b>Total Transfers</b>	<u>(577,916)</u>	<u>(739,294)</u>	<u>161,378</u>	<u>(3,884,207)</u>	<u>(4,725,981)</u>	<u>841,774</u>	<u>(8,214,303)</u>	
<b>Change in Net Position</b>	<u>\$ 925,304</u>	<u>\$ 2,291,695</u>	<u>\$ (1,366,391)</u>	<u>\$ 4,085,881</u>	<u>\$ 3,040,642</u>	<u>\$ 1,045,239</u>	<u>\$ 8,393,177</u>	



# DENTON COUNTY TRANSPORTATION AUTHORITY

## STATEMENT OF NET POSITION

AS OF APRIL 30, 2021

(UNAUDITED)

	April 30, 2021	March 31, 2021	Change
<b>Assets</b>			
<b>Current Assets</b>			
Operating Cash & Cash Equivalents	\$ 38,473,670	\$ 38,868,579	\$ (394,909)
Reserves: Cash & Cash Equivalents	4,604,543	5,104,422	(499,879)
Reserves: Investments	7,571,502	7,053,142	518,359
Accounts & Notes Receivable	6,768,288	5,298,286	1,470,002
Prepaid Expenses	732,111	1,148,308	(416,197)
Inventory	42,166	38,280	3,886
Restricted Asset-Cash and Equivalents	2,590,315	2,016,173	574,142
<b>Total Current Assets</b>	<b>60,782,595</b>	<b>59,527,190</b>	<b>1,255,405</b>
<b>Non-Current Assets</b>			
Land	17,394,147	17,394,147	-
Land Improvements	12,148,631	12,148,631	-
Machinery & Equipment	5,243,986	5,243,986	-
Vehicles	92,885,535	92,885,535	-
Computers & Software	1,791,431	1,791,431	-
Intangible Assets	16,997,155	16,997,155	-
Construction in Progress	21,229,473	21,191,128	38,345
Other Capital Assets, Net	234,616,978	234,616,978	-
Accumulated Depreciation	(92,661,394)	(91,868,646)	(792,748)
Net Pension Asset	25,989	25,989	-
<b>Total Non-Current Assets</b>	<b>309,671,930</b>	<b>310,426,333</b>	<b>(754,403)</b>
<b>Total Assets</b>	<b>370,454,525</b>	<b>369,953,523</b>	<b>501,002</b>
<b>Deferred Outflow of Resources</b>			
Deferred Outflows Related to Pensions	290,447	290,447	-
<b>Total Deferred Outflow of Resources</b>	<b>290,447</b>	<b>290,447</b>	<b>-</b>
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Accounts Payable and Accrued Expenses	787,287	1,248,506	(461,219)
Deferred Revenues	45,238	46,649	(1,411)
Interest Payable	38,329	-	38,329
Retainage Payable	-	-	-
<b>Total Current Liabilities</b>	<b>870,854</b>	<b>1,295,156</b>	<b>(424,302)</b>
<b>Non-Current Liabilities</b>			
Rail Easement Payable	900,000	900,000	-
Bonds Payable	23,535,000	23,535,000	-
Net Pension Liability	-	-	-
<b>Total Non-Current Liabilities</b>	<b>24,435,000</b>	<b>24,435,000</b>	<b>-</b>
<b>Total Liabilities</b>	<b>25,305,854</b>	<b>25,730,156</b>	<b>(424,302)</b>
<b>Deferred Inflow of Resources</b>			
Deferred Inflows Related to Pensions	70,096	70,096	-
<b>Total Deferred Inflow of Resources</b>	<b>70,096</b>	<b>70,096</b>	<b>-</b>
<b>Net Position</b>			
Net Investment in Capital Assets	289,978,580	289,978,580	-
Unrestricted	51,304,562	51,304,562	-
Change in Net Position	4,085,881	3,160,577	<b>925,304</b>
<b>Total Net Position</b>	<b>\$ 345,369,022</b>	<b>\$ 344,443,719</b>	<b>\$ 925,304</b>



## NORTH TEXAS MOBILITY CORPORATION

## CHANGE IN NET POSITION

MONTH AND YEAR TO DATE AS OF APRIL 30, 2021

(UNAUDITED)

Description	Month Ended April 30, 2021			Year to Date April 30, 2021			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Operating Expenses</b>							
Salary, Wages and Benefits	\$ 534,317	\$ 691,068	\$ 156,751	\$ 3,659,349	\$ 4,389,850	\$ 730,501	\$ 7,636,554
Outsourced Services and Charges	33,515	33,648	133	147,539	233,119	85,580	400,219
Materials and Supplies	-	291	291	188	1,935	1,747	3,293
Insurance	9,158	10,792	1,634	64,107	70,462	6,355	119,802
Employee Development	926	3,495	2,569	13,023	30,615	17,592	54,435
<b>Total Operating Expenses</b>	<u>577,916</u>	<u>739,294</u>	<u>161,378</u>	<u>3,884,207</u>	<u>4,725,981</u>	<u>841,774</u>	<u>8,214,303</u>
<b>Income (Loss) before Transfers</b>	(577,916)	(739,294)	161,378	(3,884,207)	(4,725,981)	841,774	(8,214,303)
Transfers In	<u>577,916</u>	<u>739,294</u>	<u>(161,378)</u>	<u>3,884,207</u>	<u>4,725,981</u>	<u>(841,774)</u>	<u>8,214,303</u>
<b>Total Transfers</b>	<u>577,916</u>	<u>739,294</u>	<u>(161,378)</u>	<u>3,884,207</u>	<u>4,725,981</u>	<u>(841,774)</u>	<u>8,214,303</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 APRIL 30, 2021

(UNAUDITED)

	April 30, 2021	March 31, 2021	Change
<b>Assets</b>			
Operating Cash & Cash Equivalents	\$ 294,761	\$ 249,070	\$ 45,690
Accounts & Notes Receivable	-	-	-
Prepaid Expenses	45,791	54,949	(9,158)
<b>Total Assets</b>	<u>340,552</u>	<u>304,020</u>	<u>36,532</u>
<b>Liabilities</b>			
Accounts Payable and Accrued Expenses	<u>340,552</u>	<u>304,020</u>	<u>36,532</u>
<b>Total Liabilities</b>	<u>340,552</u>	<u>304,020</u>	<u>36,532</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 PROJECT FUND

AS OF APRIL 30, 2021

Capital Project Number/Name	Project Budget	April 2021 Actuals Booked	Actuals Life To Date	\$ Under/ (Over) Budget	% of Budget (As of April 2021 Close)
<b>Construction Work in Progress</b>					
<b>G&amp;A Capital Projects</b>					
Total 10302 · Infrastructure Acquisition	\$ 3,251,990	\$ 11,745	\$ 2,617,009	\$ 634,981	80%
Total 10702 · Transportation Reinvestment Program	100,000	341	6,399	93,601	6%
Total 10702.1 · Transportation Reinvestment Program - Denton	2,605,707	2,371	2,371	2,603,336	0%
Total 10702.2 · Transportation Reinvestment Program - Highland Village	288,794	-	-	288,794	0%
Total 10702.3 · Transportation Reinvestment Program - Lewisville	2,919,651	-	-	2,919,651	0%
<b>Total G&amp;A Capital Projects</b>	<b>9,166,142</b>	<b>14,457</b>	<b>2,625,779</b>	<b>6,540,363</b>	<b>29%</b>
<b>Bus Capital Projects</b>					
Total 50306 · Major Maintenance - Bus	125,000	-	119,780	5,220	96%
Total 50411 · Integrated Fare Payment	600,000	-	-	600,000	0%
Total 50514 · Fleet {2020}	1,062,600	-	-	1,062,600	0%
Total 50515 · Fleet {2021}	1,880,100	-	875	1,879,225	0%
<b>Total Bus Capital Projects</b>	<b>3,667,700</b>	<b>-</b>	<b>120,655</b>	<b>3,547,045</b>	<b>3%</b>
<b>Rail Capital Projects</b>					
Total 61406.1 · Positive Train Control Implementation	16,720,141	296	16,022,268	697,873	96%
Total 61406.2 · Positive Train Control Enhancements	5,000,000	-	148,180	4,851,820	3%
Total 61605 · Brownfield Remediation	385,000	2,025	364,009	20,991	95%
Total 61715 · Trail Safety Improvements	181,157	2,000	172,507	8,650	95%
Total 61723 · Major Maintenance - Rail 2021	1,638,566	19,567	1,047,927	590,639	64%
Total 61723.1 · Canopy Repairs 2021	486,127	-	-	486,127	0%
<b>Total Rail Capital Projects</b>	<b>24,410,991</b>	<b>23,888</b>	<b>17,754,891</b>	<b>6,656,100</b>	<b>73%</b>
<b>Total Construction Work in Progress</b>	<b>\$ 37,244,833</b>	<b>\$ 38,345</b>	<b>\$ 20,501,326</b>	<b>\$ 16,743,507</b>	<b>55%</b>



## Board of Directors Memo

May 27, 2021

SUBJECT: Consider Approval of City of Highland Village's Use of Enhanced Local Assistance Program (ELAP) Funds

### Recommendation

Based on Board discussion at the April 22, 2021 meeting, staff recommends approval.

### Background

The Enhanced Local Assistance Program (ELAP) was adopted as a component of the DCTA's Service Plan in 2003. The program was included in the Service Plan to reflect the need to facilitate local public transportation systems and provide financial assistance for local transportation related projects consistent with DCTA's enabling legislation.

The Board adopted ELAP guidelines in February 2004 and amended those guidelines in January 2006. Included in the ELAP Closeout Schedule was language that any "unexpended balance shall be returned to DCTA on or before January 1, 2009." This deadline was extended in December 2008 to allow unexpended ELAP funds to be re-programmed for mutually agreed upon projects with final approval of the DCTA Board. In July 2010, a Highland Village ELAP report was presented to the Board for a trail connectivity study and design that would utilize \$23,000 of the city's remaining \$29,809 ELAP funds.

### Previous Board Activity & Action

This item was discussed with the Board at the April 22, 2021 meeting. The Board requested this item be placed on the agenda for approval at the May 27, 2021 meeting.

### Identified Need

The intended project included design of a bridge across Copperas Lake to provide a connectivity with a trail in Highland Village - ultimately to connect to the Highland Village / Lewisville Lake Train Station, with the remainder to be applied to subsequent construction. However, this project was supplanted with remediation from TxDOT stemming from their utilization of Copperas Park for staging during the construction of I-35 enhancements. A component of this remediation was for TxDOT to construct this bridge connection.

The city of Highland Village holds the remaining \$29,809 ELAP funds that have not been spent and would like to apply these funds on hand to supplement its TRiP funding request related to a trail connection project adjacent to Highland Village Road.

### Financial Impact

The city of Highland Village has retained these funds from the original ELAP program; there is no additional financial impact to DCTA.

### Exhibits

N/A

Submitted By:

  
Marisa Perry, CPA

Chief Financial Officer/VP of Finance



## Board of Directors Memo

May 27, 2021

**SUBJECT:** Consider a Ratification of the Termination of the Agreement between the Denton County Transportation Authority (DCTA) and HillCo Partners

### **Background**

On May 25, DCTA was notified of an allegation against a member of the HillCo Partners lobby team. The news was met by legislators indicating they would not permit HillCo representatives in their offices the remainder of the legislative session. At the time this information was provided, the CEO contacted DCTA Board members to discuss and received direction to terminate the agreement with HillCo under the auspices that the firm would not be effective during the remaining four weeks of the legislative session.

This item is intended to ratify the termination executed on April 27 by DCTA's legal counsel as directed by the CEO.

### **Exhibits**

Exhibit 1: Termination Letter

Submitted By:

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

Kristina Holcomb, Deputy CEO



500 N. Akard Street  
1800 Ross Tower  
Dallas, Texas 75201  
Main: 214-965-9900  
Fax: 214-965-0010  
Web: www.njdhs.com

Joseph J. Gorfida Jr.  
Email: jgorfida@njdhs.com

April 27, 2021

*By Email Transmission*

buddy@hillcopartners.com

Buddy Jones  
Founding Partner  
HillCo Partners  
823 Congress Avenue  
Suite 900  
Austin, Texas 78701

Re: NOTICE TO TERMINATE AGREEMENT  
Denton Country Transportation Authority ("DCTA")/HillCo Partners  
State Legislative Consulting Services Agreement

Dear Mr. Jones:

This firm services as General Counsel to DCTA. On December 13, 2019, DCTA and HillCo entered into a State Legislative Consulting Services Agreement (the "Agreement"), a copy of which is enclosed. At this time, DCTA is exercising its rights under Paragraph 10.1 "Termination for Convenience" which states, in part,

" . . . DCTA may terminate all or part of this Agreement upon determining that termination is in the public interest. Termination under this Article shall be effective upon delivery of written notice to Consultant. . . "

Therefore, DCTA is effectively terminating the Agreement upon HillCo's receipt of this Notice to Terminate Agreement. Upon receipt of this Notice, please cease all work to be performed under the Agreement.

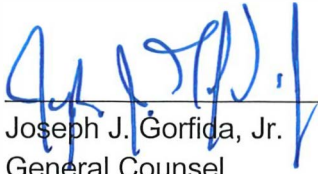
Please contact me if you have questions regarding this matter.

Buddy Jones  
HillCo Partners  
April 27, 2021  
Page 2

Sincerely,

NICHOLS, JACKSON, DILLARD,  
HAGER & SMITH, L.L.P.

By:

  
\_\_\_\_\_  
Joseph J. Gorfida, Jr.  
General Counsel

JJG/cgo  
Enclosure

Cc: *By Email Transmission*  
rsuarez@dcta.net  
Raymond Suarez  
Chief Executive Officer  
DCTA

STATE OF TEXAS           §  
                                      §  
                                      §       **STATE LEGISLATIVE CONSULTING SERVICES**  
                                      §       **AGREEMENT**  
 COUNTY OF DENTON       §

This State Legislative Consulting Services Agreement ("Agreement") is made by and between Denton County Transportation Authority ("DCTA") and HillCo Partners ("Consultant"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**Recitals:**

**WHEREAS**, DCTA desires to engage the services of Consultant as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Consultant desires to render State legislative consulting services focusing on transportation related legislative initiatives, as set forth in Exhibits "A" and "B", attached hereto and made a part hereof, and in accordance with the terms and conditions set forth in this Agreement;

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

**Article I**  
**Term**

1.1 The Initial Term of this Agreement shall commence on January 1, 2020, hereof (the "Effective Date") and continue for a period of two (2) years, unless sooner terminated as provided herein.

1.2 This Agreement shall automatically renew for one (1) additional two (2) year term (the "Renewal Term") unless either Party provides written notice to the other Party of its intent not to renew the Agreement sixty (60) days prior to the expiration of the Initial Term or Renewal Term.

**Article II**  
**Contract Documents**

2.1 This Agreement consists of the following items:

A. This Agreement;

- B. DCTA, Solicitation 19-13 "State Legislative Consulting Services" ("Solicitation #19-13) and all addenda thereto (attached as Exhibit "A"); and
- C. Consultant's Response to Solicitation #19-13 (attached as Exhibit "B").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents".

### **Article III Scope of Work**

3.1 Consultant shall provide the services specifically set forth in Exhibits "A" and "B".

3.2 The Parties acknowledge and agree that any and all opinions provided by Consultant represent the best judgment of Consultant

### **Article IV Schedule of Work**

Consultant agrees to commence Services under this Agreement upon Notice to Proceed from DCTA and to complete required Services in accordance with a work schedule mutually established by DCTA and Consultant. Any work performed or expenses incurred by Consultant prior to Consultant's receipt of a Notice to Proceed from DCTA shall be entirely at Consultant's own risk.

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

5.1 DCTA shall compensate Consultant for services performed under this Agreement in accordance with the Pricing set forth in Exhibit "B".

5.2 DCTA shall pay Consultant within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

5.3 Consultant shall submit invoices for services rendered under this Agreement to:

DCTA  
Accounts Payable  
P. O. Box 96  
Lewisville, Texas 75067

## **Article VI**

### **Devotion of Time; Personnel; and Equipment**

6.1 Consultant shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should DCTA require additional services not included under this Agreement, Consultant shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by DCTA, and without decreasing the effectiveness of the performance of services required under this Agreement.

6.2 To the extent reasonably necessary for Consultant to perform the services under this Agreement, Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that Consultant may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Consultant.

6.3 Consultant shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

## **Article VII**

### **Relationship of Parties**

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Consultant 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 Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of DCTA. Consultant 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 Agreement. As such, DCTA shall not: train Consultant, require Consultant to complete regular oral or written reports, require Consultant devote its full-time services to DCTA, or dictate Consultant's sequence of work or location at which Consultant performs its work.

## **Article VIII**

### **Insurance**

Consultant shall provide and maintain for the duration of this Agreement, and for the benefit of DCTA (naming DCTA and its officers, agents and employees as additional insureds), insurance coverage as set forth in Exhibit "A". Consultant shall provide signed Certificates of Insurance verifying that Consultant has obtained the required insurance coverage for DCTA prior to the Effective Date of this Agreement.



## Article IX Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Consultant may only be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

## Article X Termination

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

10.2 Termination for Default. If Consultant 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 Consultant, 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. Consultant and its sureties shall be liable for any damage to DCTA resulting from the Consultant'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 Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by DCTA in completing the work.

10.3 Termination for 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.

## Article XI Miscellaneous

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

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

11.3 Assignment. Consultant may not assign this Agreement in whole or in part without the prior written consent of DCTA. In the event of an assignment by Consultant to which DCTA has consented, the assignee shall agree in writing with DCTA to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

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

11.7 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.

11.8 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.

11.9 Recitals. The recitals to this Agreement are incorporated herein.

11.10 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:

Raymond Suarez  
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 Contractor:

Buddy Jones  
Founding Partner  
HillCo Partners  
823 Congress Avenue  
Suite 900  
Austin, Texas 78701  
Phone: 512-480-8962

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

11.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.13 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 CONSULTANT PURSUANT TO THIS AGREEMENT. CONSULTANT 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. CONSULTANT 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 CONSULTANT'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF**

CONSULTANT, 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, CONSULTANT, ON NOTICE FROM DCTA, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONSULTANT'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO DCTA. CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11.14 Audits and Records. Consultant agrees that during the term hereof DCTA and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Consultant's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by DCTA or date of termination if sooner.

11.15 Conflicts of Interests. Consultant represents that no official or employee of DCTA has any direct or indirect pecuniary interest in this Agreement.

11.16 Compliance with State, State & Local Laws: Consultant shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of State, state and local governments, including all applicable State clauses.

11.19 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

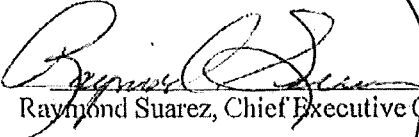
11.18 Prohibition of Boycott Israel. Consultant verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the Term of this Agreement. This section does not apply if Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) Consultant 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 Contract."

*(signature page to follow)*

EXECUTED this 13<sup>th</sup> day of December, 2019.


Denton County Transportation Authority

By:

  
Raymond Suarez, Chief Executive Officer

Approved as to form:

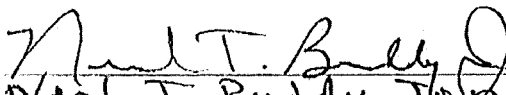
By:

  
Joseph J. Gorfida, Jr., General Counsel  
(11-20-2019:TM 112273)

EXECUTED this 12<sup>th</sup> day of Dec., 2019.

HillCo Partners

By:

  
Name: Neal T. Buddy Jones

Title: Principal





## Board of Directors Memo

May 27, 2021

SUBJECT: Review and Discuss Project Manager Office (PMO) Activities Related to Task Order #2 with Accenture, LLC

### Recommendation

This is a discussion item only. There is no recommendation at this time.

### Background

Effective February 1, 2021, Accenture began a 12-month engagement to deliver Agency Transformation Initiative Implementation Program Management Office (PMO) services. The Regular Agenda will feature a standing item to discuss progress of Transformation Roadmap Initiative implementation. Accenture's scope of work under Task Order #2 includes:

- Transformation Roadmap Initiatives Implementation
- Mobility Orchestration – Fare Management and Regional Touchless Fare Integration
- ERP Sourcing Strategy

### Prior Board Discussion

- November 5, 2020 – Accenture and staff recommend board engage PMO resources to guide Transformation Initiative priority projects through completion
- December 10, 2020 – Board authorized CEO to negotiate Task Order #2 with Accenture, LLP
- January 28, 2021 – Board approved Task Order #2 with Accenture, LLP and associated budget amendment for Transformation Initiative PMO services
- March 10, 2021 – Accenture board update re: PMO activities
- April 22, 2021 – Accenture board update re: PMO activities

### Progress Report - Activities since April board update:

PMO activities have centered on progression of significant governance, service delivery and regional collaboration initiatives: 1) Research, assess, and recommend agency strategic performance measures; 2) preparation for implementation of Go Zone micro-transit demand response service, to include regional integration planning discussions with DART; and, 3) consideration of an ILA with Trinity Metro/MATS as a mechanism to improve the effectiveness and efficiency. The PMO has also advanced or initiated work on additional Initiatives. Please see **Exhibit 1** for additional detail.

### Exhibits

Exhibit 1: Accenture PMO Status Report

Submitted By: Chris Newport  
Chris Newport, Accenture

Reviewed By: Nicole Recker  
Nicole Recker, VP of Mobility Services and Administration

Approved By: Raymond Suarez  
Raymond Suarez, CEO

# DCTA ACCENTURE PMO: STATUS REPORT

*Week Ending: 5/21/21*



DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# Program Status Dashboard

Week Ending: 5/21/21

**DRAFT: For Internal Discussion Purposes Only**



Legend: **N** Not Started **C** Complete **G** On Track **Y** At Risk **R** Behind/Overdue

Regular Agenda Item 1, Exhibit 1

Overall	Detailed – Task Order 2								
	Revised Roadmap	ERP Strategy	Member City Roundtables	Trinity Metro Coordination	Fare Management Process	IT Manager Staffing	On Demand Partnership	Current Focus / Accomplishments	Risks/Issues/ Mitigations
<b>G</b>	<b>C</b>	<b>G</b>	<b>C</b>	<b>G</b>	<b>G</b>	<b>G</b>	<b>G</b>	<ul style="list-style-type: none"> <li>Continued regional fare integration, touchless fare management discussion with DART, Via, and staff; initial discussion conducted 4/16/21; joint DCTA micro-transit use case discussion on 5/10/21; follow-up strategy and path-forward discussion with Via held on 5/12/21. Next discussion with DART and Via set for 5/24/21 to maintain September service launch readiness.</li> <li>Progress Trinity Metro bus operations &amp; maintenance ILA development and due diligence; scheduled weekly status meeting between DCTA and Trinity Metro with legal counsel present to address issues as they arise.</li> <li>Began frameworks and data gathering for cost benefit analysis and business case for Trinity Metro ILA</li> <li>Identified sources for ERP alternatives cost estimation re: licensing and implementation</li> <li>Drafting potential board agenda memo template to support improved board-staff meeting effectiveness</li> <li>Kicked off Service Standard review process for required updates to Title VI program and Long-range Service Plan</li> <li>Completed initial performance metric documentation for demand response micro-transit services.</li> </ul>	<ul style="list-style-type: none"> <li><b>Risk:</b> Utilization of finite number of Go Zone ride credits during Promotional Fare period introduces downstream technical and operational complexity, could artificially limit expression of true ridership service demand.</li> <li><b>Potential Mitigation:</b> Adopt unlimited Go Zone rides during Promotional Fare period, given Via and staff's agreement. This mitigation should also simplify broader GoPass regional fare, trip planning integration discussions with DART.</li> </ul>



Prioritized Initiatives		Subsequent Initiatives	
1	Enhance Regional Coordination	15	Operational & Financial Data Analytics
1.1	Joint Rail Maintenance Facility and Regional Rail Opportunity (Staff-led)	16	Enhance Use of Allocation Modelling
1.2	Bus Operations & Maintenance (potential Trinity Metro partnership)	17	Stronger training process for systems and vendor training engagement
1.3	Bus Maintenance & Parts Management Solution Training and Configuration	18	Enhance customer feedback response
1.4	Improve Data Collection & Management Practices (also dependent on: 2)	19	Compliance training
2	Mobility Orchestration/MaaS Member City Service	20	Redefine and communicate spans of control, future roles of staff
2.1	Ensure that Service Levels and Routing Match Demand	21	Explore Opportunities to Expand Membership & Service Area
2.2	Align Fleet with Service	22	Create a Seamless Passenger Experience
2.3	Improve Website Trip Planning	23	Enhance Customer Experience Awareness
3	Transformation Implementation Project Management	24	Multi-modal Trip Planning Capability
4	Hire IT Project Manager	25	Enhance Customer Communication Systems
5	Improve On-Time Performance	26	Bus Onboard Video
6	Upgrade Point of Sale Systems; Contactless Fare Management; Digital Ticket Purchases	27	Bus Announcement System
6.1	GOPass Integration	28	Invest in Consistent, High Quality Stop Infrastructure
6.2	VIX Payment Evaluation	<div>NOTES:</div> <div>*The ERP initiative encapsulates other initiatives, including: Automation of Back Office Tasks, Accomplish 3-way Invoice Matching, Integrate Bid Posting System with Finance System, Integrate Expense &amp; Revenue Allocations Data, Integrate Operations And Finance Data Systems, Improve Data Systems for Internal Reporting, and Increase Compliance, Grant, And DBE Reporting Efficiency</div> <div>Legend:</div> <div><div></div>Staff-led Initiative underway</div> <div><div></div>Transformation PMO-led initiative underway</div> <div><div></div>Initiative not started</div>	
7	ERP Upgrade or Replacement *		
8	Granicus Board Management Implementation (Staff-led)		
9	Five-year roadmap communication		
10	IT Project Management Templates & Processes		
11	Procurement Templates & Processes		
12	Document Management, Routing & Approvals (Staff-led)		
13	Build Enterprise Performance and Financial Dashboard		
14	Source and train on data visualization and tools		

## Board of Directors Memo

May 27, 2021

SUBJECT: Discuss Proposed Agency Performance Measures

### **Recommendation**

Accenture recommends DCTA Board offer feedback and direction to staff regarding the appropriate mix of strategic performance measures to be formally adopted by Board after subsequent review and discussion.

### **Background**

The DCTA Board has previously expressed a desire that the agency establish key performance measures to enable strategic awareness and evaluation of agency and executive performance. In Phase One of the Transformation Initiative, Board and Staff also reached consensus that the agency should build the foundation for internal and external performance dashboards. Accenture recommended adoption of a set of strategic performance measures in the Board-adopted Transformation Roadmap as an element of the “Board-Staff Transformation Implementation Operating Model” initiative.

Accenture performed a scan of performance measures in use at other regional, Texas, and US transit agencies. Accenture has developed an initial set of recommended performance measures that may serve as a strategic diagnostic tool for the Board and Executive staff. The overarching objective is to develop a set of repeatable, strategically relevant indicators that may be efficiently gathered by staff to equip the Board with information to indicate whether DCTA is at or trending to performance goals.

### **Prior Board Discussion**

- September 24, 2020 – Regular Agenda Item 11 – Discuss CEO Performance Measures
- December 10, 2020 – Regular Agenda Item 1 – Discuss Transformation Initiative and Consider Agency Priority Projects and Service Standards
- January 28, 2021 – Regular Agenda Item 1 – Discuss Board Communications, Meeting Process, and Materials

### **Progress Report**

#### *Activities to Date:*

- Performed scan of performance measures in place at regional, Texas, and US transit agencies
- Consolidated performance measures based on DCTA data availability, industry best practices, and expressed preferences of Board and Staff
- Reviewed and refined strategic performance measures with CEO

#### *Next Steps:*

- Present proposed strategic agency performance measures for Board feedback
- Refine proposed strategic performance measures based on feedback
- Present refined strategic performance measures and implementation plan to Board for formal adoption
- Implement plan to gather and publish strategic performance measures



**Exhibits**

Exhibit 1: Proposed Agency Performance Measures

Submitted By: Chris Newport  
Chris Newport, Accenture

Approved By: Raymond Suarez  
Raymond Suarez, CEO

# PROPOSED AGENCY PERFORMANCE MEASURES

DCTA Transformation Initiative

# KEY INFLUENCES FOR PERFORMANCE REVIEW METRICS

## Performance Content Influences Reviewed

Board and Staff Interviews and Visioning Workshop

Transportation Agencies' Public Performance Metrics Dashboards

Transit Performance Metric Analysis from National and International Agencies

Available Data from Via Partnership

## Sources of Information

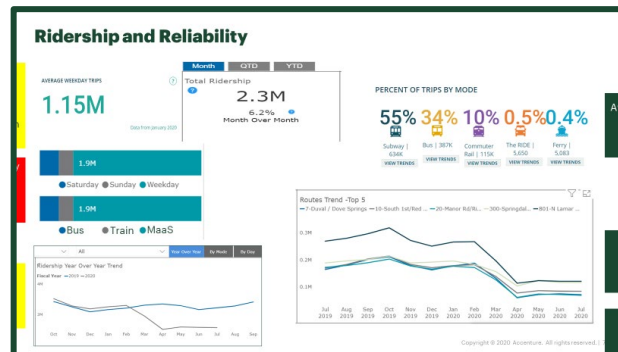
Discussions with DCTA Board, Exec Staff, and Via

Public data dashboard review of: CapMetro (Austin), MBTA (Boston), WMATA (Washington DC), Via Metropolitan Transit (San Antonio), DART (Dallas), Trinity Metro (Fort Worth), SFMTA (San Francisco),

Transit Cooperative Research Program's 'Guidebook for Developing a Transit Performance-Measurement System Report 88'

Florida Department of Transportation's 'Best Practices in Evaluating Transit Performance' (2014)

## Agency Dashboard Analytics



## Generally Recognized Performance Indicators

KEY PERFORMANCE INDICATOR COMPOSITION		
SERVICE INDICATORS		
Goals	Quantitative Measures	Calculation of Measure
High Performing Service Standards	<b>On Time Performance:</b> DCTA must deliver for customers. It is critical that there is a consistency of travel times, which is important for passengers who need to be at a given location at a certain time.	Percent of transit vehicles departing or arriving at a location on time (fixed route)
	<b>Maintenance Issues:</b> DCTA strives to reduce costly maintenance to vehicles and lost time due to vehicles with issue. Lost time is the revenue hours lost between when a vehicle ceases service (due to a mechanical breakdown or other reason) and when the vehicle resumes or is replaced in service.	Percent of pickups and/or drop-offs made within a designated service window (micro-transit)
	<b>Safety:</b> DCTA must ensure a safe environment for riders, the public, drivers, employees, and contractors. It is essential to reduce the number of incidents that occur that jeopardize safety in our community. The CEO should oversee measures that ensure incidents are prevented and this can be gauged on the number of safety-related incidents that occur.	Percent of trips that travel time is no more than 10% higher than average
		Lost time revenue hours and percent of lost hours in total service hours.
		Vehicle Maintenance Expense relative to Operating Expense
		Maintenance Staff Expense relative to Vehicle Maintenance Expense
		Number of accidents per route
		Number of incidents or accidents involving passengers
		Number of incidents or accidents involving employees/contractors

## On-Demand Service/Via Data Capability

DCTA GO ZONE LAUNCH PERIOD REPORTING AND EVALUATION		
Guiding Principles	Considerations	Proposed Board Updates
<ol style="list-style-type: none"> <li>Ensure Board awareness regarding effectiveness of new service deployment generally</li> <li>Take advantage of new data availability to provide Board with quantifiable performance indicators</li> <li>Focus on enabling increasing rate of service adoption and ridership growth</li> <li>Advise on success of Service Level Agreement fulfillment as anticipated</li> </ol>	<ol style="list-style-type: none"> <li>Strategic diagnostic should indicate status of Go Zone service rollout and adoption progression, while recognizing that nature of new service prevents a 1:1 comparison to previous fixed route service</li> <li>Go Zone service is new, DCTA expects performance metrics to change significantly month-to-month as the service is used, awareness increases, and operations adjusted to reflect learnings</li> </ol>	<ul style="list-style-type: none"> <li><b>Ridership Adoption</b> – how many new riders are using the service month over month, by member city</li> <li><b>Wait Time</b> – what wait times are riders experiencing when they use the new service</li> <li><b>App Downloads</b> – what is the uptake in users downloading the new white labelled app</li> <li><b>On-time Performance</b> – is the new service's on-time performance meeting expectations (percentage of trips arriving on time)</li> <li><b>Financials</b> – what are pre- and post-launch financials compared to projections (pre-launch, month 3, end of promotion period)</li> <li><b>Fare Channel Adoption</b> – what is the percentage breakdown of payment method used and system used to acquire travel passes</li> </ul>

KEY PERFORMANCE INDICATOR COMPOSITION

SERVICE INDICATORS		
Goals	Quantitative Measures	Calculation of Measure
High Performing Service Standards	<b>Efficiency Standards:</b> DCTA must evaluate its efficiency metrics to ensure that it is providing adequate service while minimizing expenses. As DCTA provides metrics to the National Transit Database, these metrics can be used to benchmark and review the performance of the agency..	Operating Expense per Vehicle Revenue Mile
		Operating Expense per Vehicle Revenue Hour
		Operating Expense per Passenger Mile Traveled
		Operating Expense per Unlinked Passenger Trip
		Unlinked Passenger Trip per Vehicle Revenue Mile
		Unlinked Passenger Trip Vehicle Revenue Hour

# KEY PERFORMANCE INDICATOR COMPOSITION

## SERVICE INDICATORS

Goals	Quantitative Measures	Calculation of Measure
High Performing Service Standards	<b>On Time Performance:</b> DCTA must deliver for customers. It is critical that there is a consistency of travel times, which is important for passengers who need to be at a given location at a certain time.	Percent of transit vehicles departing or arriving at a location on time (fixed route)
		Percent of pickups and/or drop-offs made within a designated service window (micro-transit)
		Percent of trips that travel time is no more than 10% higher than average
	<b>Maintenance Issues:</b> DCTA strives to reduce costly maintenance to vehicles and lost time due to vehicles with issue. Lost time is the revenue hours lost between when a vehicle ceases service (due to a mechanical breakdown or other reason) and when the vehicle resumes or is replaced in service.	Lost time revenue hours and percent of lost hours in total service hours.
		Vehicle Maintenance Expense relative to Operating Expense
		Maintenance Staff Expense relative to Vehicle Maintenance Expense
	<b>Safety:</b> DCTA must ensure a safe environment for riders, the public, drivers, employees, and contractors. It is essential to reduce the number of incidents that occur that jeopardize safety in our community. DCTA should continually evaluate measures that ensure incidents are prevented and this can be gauged on the number of safety-related incidents that occur.	Number of accidents per route
		Number of incidents or accidents involving passengers
		Number of incidents or accidents involving employees/contractors

# DCTA GO ZONE LAUNCH PERIOD REPORTING AND EVALUATION

Guiding Principles	Considerations	Proposed Board Updates
<ol style="list-style-type: none"> <li>1. Ensure Board awareness regarding effectiveness of new service deployment generally</li> <li>2. Take advantage of new data availability to provide Board with quantifiable performance indicators</li> <li>3. Focus on enabling increasing rate of service adoption and ridership growth</li> <li>4. Advise on success of Service Level Agreement fulfillment as anticipated</li> </ol>	<ol style="list-style-type: none"> <li>1. Strategic diagnostic should indicate status of Go Zone service rollout and adoption progression, while recognizing that nature of new service prevents a 1:1 comparison to previous fixed route service</li> <li>2. Go Zone service is new; DCTA expects performance metrics to change significantly month-to-month as the service is used, awareness increases, and operations adjusted to reflect learnings</li> </ol>	<ul style="list-style-type: none"> <li>• <b>Ridership Adoption</b> – how many new riders are using the service month over month, by member city</li> <li>• <b>Wait Time</b> – what wait times are riders experiencing when they use the new service</li> <li>• <b>App Downloads</b> – what is the uptake in users downloading the new white labelled app</li> <li>• <b>On-time Performance</b> – is the new service's on-time performance meeting expectations (percentage of trips arriving on time)</li> <li>• <b>Financials</b> – what are pre- and post- launch financials compared to projections (pre-launch, month 3, end of promotion period)</li> <li>• <b>Fare Channel Adoption</b> – what is the percentage breakdown of payment method used and system used to acquire travel passes</li> </ul>



# KEY PERFORMANCE INDICATOR COMPOSITION

## CUSTOMER EXPERIENCE INDICATORS

Goals	Quantitative Measures	Calculation of Measure
High Customer Satisfaction	<b>Completion of Customer Surveys:</b> DCTA is conducting ongoing passenger environment surveys and periodic customer satisfaction surveys and	Number of surveys conducted
		Number of responses from public received
		Established data collecting system to aggregate customer feedback
	<b>Customer Responsiveness:</b> DCTA is responsive to customer needs and complaints, logs the number of complaints filed on specific topics, and addresses these issues in a timely manner.	Number of complaints registered on specific issues.
		Percent of logged customer complaints addressed and resolved.
	<b>Customer Affinity/Loyalty:</b> Customer loyalty is essential to DCTA and can be measured through market research of customers' ratings of overall satisfaction with a transit agency's service, likelihood of continued use, and likelihood of recommending the service to others. Acknowledging that external macro events do impact ridership, understand how customer satisfaction may be impacting ridership levels.	Percent of respondents with positive response for overall satisfaction.
		Percent of respondents indicating a high likelihood of continued use.
		Percent of respondents who would recommend DCTA services to others.
		Ridership by mode and overall ridership 12-mo. trend

KEY PERFORMANCE INDICATOR COMPOSITION

MANAGEMENT INDICATORS

Goals	Quantitative Measures	Calculation of Measure
Staff and Project Management	<b>Retention of Critical Staff:</b> In FY21, critical staff have been retained, and any vacancies have been promptly filled with qualified and experienced candidates.	Number of staff critical to completing initiatives (executive team, directors, etc.) leaving DCTA and length of vacancy afterward.
	<b>On-Schedule Transformation Progression:</b> Completion of transformation initiative milestones and tasks are achieved within appropriate schedule and budget.	Percent of initiative milestones and requirements completed on time and percent of unresolved issues.
	<b>Effective Agency Compliance Management:</b> Complete independent audits with minimal adverse compliance and controls findings; on-schedule progression of PTC Phase II,	Number of adverse audit findings; i.e., annual independent financial audit, triennial review
		Percent of adverse findings for which close plans underway and complete
	<b>Key Initiative Execution:</b> Agency staff successfully progresses work plans for TRiP and PTC Phase II per initiative schedule and budget parameters	Percent of TRiP applications with completed reviews within 30-day (or 45-day, if applicable) deadline and brought to next Board meeting for approval.
		Percent of PTC Phase II milestones completed on time and percent of unresolved issues

## Board of Directors Memo

May 27, 2021

SUBJECT: Discuss Improving the Agenda Planning and Communication Process

### Recommendation

Accenture recommends DCTA Board and Staff dedicate time and attention to design then implement an improved Agenda Planning & Communication process.

### Background

At the conclusion of the first phase of the Transformation Initiative, Accenture presented a Transformation Roadmap consisting 20 initiatives that the DCTA Board subsequently adopted as guidance to staff for Implementation during Phase Two. Accenture recommended DCTA launch an initiative to improve Board-Staff governance and communication processes, to include how information is shared and requested via the Board Agenda and meetings. Further background regarding Accenture's findings, recommendations, and initiative mini-charter from Phase One and proposed next steps during Phase Two are provided in **Exhibit 1**.

DCTA is now in Phase Two of its Transformation Initiative. The first months were focused on significant decisions regarding the transit service delivery model. The Board has provided executive staff with feedback that now is the time to address opportunities to improve Agenda planning and communication that will increase effectiveness of information sharing and enable efficient Board decision making.

### Prior Board Discussion

- September 11, 2020 – Board Visioning Workshop Agenda Item 3 – Identify the Challenges
- November 5, 2020 – Special Called Meeting Agenda Item 4 – Prioritization of Initiatives for Implementation Plan Development
- November 12, 2020 – Regular Agenda Item 1 – Discuss Transformation Initiative Progress Report
- December 10, 2020 – Regular Agenda Item 1 – Discuss Transformation Initiative and Consider Agency Priority Projects and Service Standards
- January 28, 2021 –Regular Agenda Item 1 – Discuss Board Communications, Meeting Process, and materials

### Progress Report

#### *Activities to Date:*

- Discussions with Executive Staff re: Agenda Memo format improvement concepts
- Development of initial prototype for potential template to replace current Board Memo format
- Reviewed prototype with Executive Staff and conducted several iterations

#### *Next Steps:*

- Engage with Board members for individual feedback on current template prototype, discuss other scope for communication process effectiveness
- Iterate on prototype and present for joint Board feedback
- Develop Board Agenda Planning & Communication process implementation plan and timeline
- Implement plan and communicate status in standing PMO update Agenda items



**Exhibits**

Exhibit 1: Board & Staff Agenda Planning & Communication Update

Submitted By: Chris Newport  
Chris Newport, Accenture

Reviewed By: Nicole Recker  
Nicole Recker, VP of Mobility Services and Administration

Approved By: Raymond Suarez  
Raymond Suarez, CEO

# DCTA ACCENTURE PMO: Board & Staff Agenda Planning & Communication Update

May 27, 2021



DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# DCTA BOARD IDENTIFIED OBSTACLES

5 = Needs addressing immediately.

4 = An important issue we face.

3 = An issue, but not pressing.

2 = Could be improved.

1 = Not an issue currently.

Listed in order of severity of issue based on Board & Executive Staff polling.

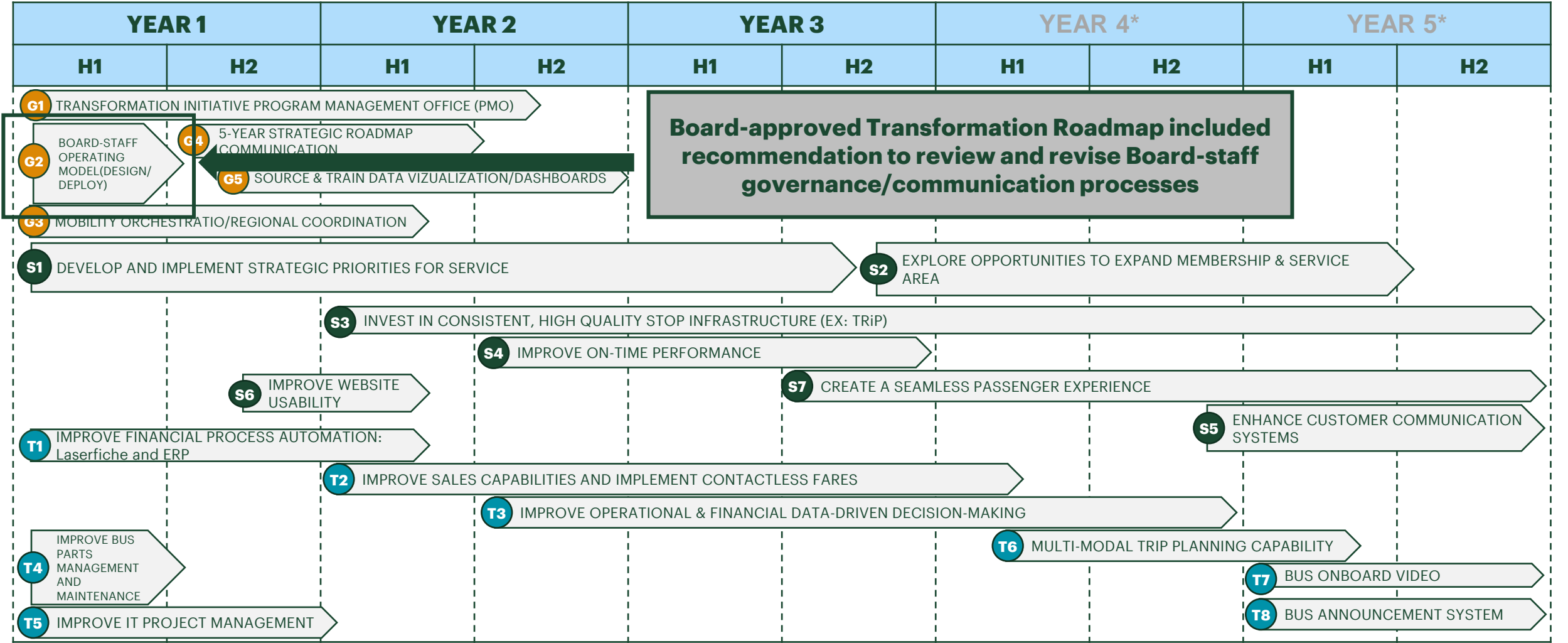
Severity	Obstacle
4.3	Lack of automation and integration creates additional staff work and slows response times.
4	Outdated technology – ticketing and fares, schedules, connectivity with DART/Trinity Metro.
3.9	Manual procurement and accounts payable processes add costs and time.
3.9	<b>Collection and Communication of data and information to support decision making.</b>
3.8	Difficulty accessing and analyzing financial and operational data.
3.7	Limited IT staff; no dedicated IT project management staff.
3.7	Integration in region, scheduling, and accessibility.
3.7	Refocus services to meet needs and demand.
3.4	Service curtailments lower value of service to stakeholders.
3.4	Integrating customer experience feedback into planning process.
3.4	Optimal staffing pattern for future vision (ensuring proper staffing for future plans)
2.9	Frequency of service changes can reduce perceived reliability.
2.6	Difficulty converting from pilots to production implementation.

# SUMMARY ROADMAP - INITIATIVES

Initiatives with recommended sequencing



Regular Agenda Item 3 Exhibit 1



KEY: G Org & Gov Initiatives S Service Initiatives T Technology Initiatives

\*The roadmap becomes increasingly uncertain over time, as multiple factors can impact when an initiative is begun. As such, initiatives identified in years 4 and 5 may be shifted as needed.

Value:	H	Cost:	L	Complexity:	L	Implementation Time:	L
Initiative Description & Objectives						Timeline Factors	
<p>Design and implement a Board-Staff operating model for DCTA Transformation Initiative implementation</p> <p><b>Key Objectives</b></p> <ul style="list-style-type: none"><li>• Maintain focus on Transformation Initiative roadmap implementation</li><li>• Board commitment to strategic decision making and policy setting; alignment between Board and Staff on key indicators of success and performance metrics for roadmap implementation</li><li>• Establishment of clear, consistent communication framework to evaluate implementation progress to enable 1) Board members access to the appropriate level of detail for decision-making; 2) Staff to maximize focus on implementation vs. report production</li><li>• Develop templates for roadmap implementation status reports to streamline communications process, based on Board priorities.</li></ul>						Dependencies	Implementation Duration
						<ul style="list-style-type: none"><li>• Refinement and adoption of Transformation Initiative roadmap</li></ul>	<ul style="list-style-type: none"><li>• Board input on key indicators, communication preferences, and priorities – 1-2 months</li><li>• Build and implement Operating Model toolkit, templates – 4-6 months</li></ul>
Scope						Costs and Benefits	
In Scope				Out of Scope		Benefits	Costs
<ul style="list-style-type: none"><li>• Board articulation of Transformation Initiative strategic priorities</li><li>• Staff recommendations for and Board selection of key indicators, communication preferences, and priorities</li><li>• Development of reporting templates and initial design for performance dashboard</li><li>• Assignment of tactical implementation decisions and adjustments to Executive Team, with commitment to Board advisement</li></ul>				<ul style="list-style-type: none"><li>• Activities not related to Transformation Initiative</li></ul>		<ul style="list-style-type: none"><li>• Board-Staff alignment</li><li>• Simplified Staff resource allocation decisions</li><li>• Streamlined reporting process</li><li>• Accelerated implementation timeline, speed to value</li></ul>	<ul style="list-style-type: none"><li>• Staff time or professional fees for contractor/consultant Operating Model design and implementation support</li></ul>
Key Obstacles & Risks						Key Performance Metrics	Involved Stakeholders
<ul style="list-style-type: none"><li>• Lack of Board alignment on strategic priorities and level of decision-making</li></ul>						<ul style="list-style-type: none"><li>• Memorialized Board priorities, guiding principles</li><li>• # of Board requests for information not included in selected Key Indicators of Success</li></ul>	<ul style="list-style-type: none"><li>• Board of Directors</li><li>• Executive Team</li></ul>
Next Steps							
<ul style="list-style-type: none"><li>• Board discussion and selection of key indicators of implementation success, priorities and guiding principles for Staff decision making</li><li>• Staff incorporation of Board input into communication templates</li></ul>							

52

Copyright © 2020 Accenture. All rights reserved. | 4



# CURRENT STATE COMPARISON – REGIONAL EXAMPLES

1. The DCTA memos in Board packets are not unlike the memos provided for agenda items by member cities in city council meetings nor agendas in board meetings for regional transportation agencies.
2. The DCTA agenda item memo tends to be longer than other comparable memos for regional entities.
3. DCTA can benefit from developing a clearer memo structure that consolidates information more efficiently and provides Board members and the public a clearer overview and recommendation request during board meetings.

## Highland Village

**CITY OF HIGHLAND VILLAGE**  
**COUNCIL BRIEFING**

AGENDA# 9 MEETING DATE: 04/27/2021

SUBJECT: City Manager/Staff Reports:  
Discuss the City of Highland Village's Annual Transportation Reinvestment Program (TRIP) for the Denton County Transportation Authority (DCTA)

PREPARED BY: Paul Stevens, City Manager

**COMMENTS**

Earlier this year, the Denton County Transportation Authority issued a call for new Transportation Reinvestment Program (TRIP). The program object financial assistance to DCTA member cities for transit-supportive projects beneficial to DCTA's Long-Range Service Plan goals. TRIP is a five-year funding cycle beginning in 2021. Each year, DCTA will establish TRIP funding an audit of the previous year's net available balance and in accordance with The annual TRIP budget will be equal to 15 percent of DCTA's net available from the previous fiscal year. For this year, the allocation for Highland Village is \$900,000. The TRIP funds would be applied to this amount. This project construction of a concrete sidewalk along a portion of Highland Village Road will be 5 feet wide and will fill in existing gaps along Highland Village sidewalks currently exist, making a continuous sidewalk on Highland Village Road/FM407 to the Interstate 35 frontage road.

As mentioned, eligible projects must be consistent with and beneficial to DCTA Service Plan Goals. The Plan lists eight goals that support DCTA's vision guiding principles. Goal 7 of the plan is as follows:

## Denton

**City of Denton**

215 E. D...

**AGENDA INFORMATION SHEET**

DEPARTMENT: Finance

ACM/CFO: David Gaines

DATE: May 18, 2021

**SUBJECT:**  
Consider adoption of an ordinance of the City of Denton, Texas, adopting a schedule of fees for Public Library; superseding all prior ordinances establishing fees in conflict with such schedule for severability; and providing for an effective date. The Library Board recommends approval.

**BACKGROUND:**  
In preparation for the expansion of services and public access tools and equipment in the Forge at the North Branch Library, staff reviewed existing ordinances regarding library fees. There update 3D printing charges and add new Makerspace charges to reflect new Makerspace services.

Updated charges for 3D printing match current 3D filament costs. Laminating charges are cost of laminate film. The library will also provide material blanks available for purchase. Makerspace safety and to promote use of Makerspace equipment. Material blanks are raw blank items that can be used to create and design pieces. Examples may include button making sheets, keychains, or wooden cutting boards.

While library patrons may bring their own materials for some Makerspace equipment, other equipment require specific materials. The wrong material could damage machines or produce noise would be dangerous for other library users and staff members. Staff may not be able to distinguish approved and unapproved materials in some cases. Providing approved materials for purchase safe Makerspace experience.

## Lewisville

**MEMORANDUM**

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, AICP, Planning Director

DATE: May 17, 2021

SUBJECT: **Public Hearing:** Consideration of an Ordinance to Change From General Business (GB) District Zoning to (R-7.5) District Zoning to Old Town Mixed Use 2 (OTM2) Zoning; on Approximately 4.743 Acres out of the J. W. Abstract Number 696; Located at the Northwest Corner Street and Parnell Street at 156 Edwards Street, and 535 419 South Mill Street; as Requested by Vincent Stanko, Jr. Behalf of Shea Byers, J Street Companies, the Property No. 21-03-3-Z

**BACKGROUND:**  
J Street Companies owns the subject properties previously occupied by REW applicant plans to rezone the property to the Old Town Mixed Use 2 (OTM2) District and construct a multifamily development. The Planning and Zoning recommended unanimous (6-0) approval on April 20, 2021.

**ANALYSIS:**  
The proposed development is within Old Town Lewisville at a major entry south along Mill Street. The Old Town Master Plan designates this location District zoning.

The property is adjacent to single-story residential homes west of the site and OTMU2. The OTMU2 District zoning permits single family as residential uses along with retail, office and entertainment type uses. Recent owner in this area voluntarily rezoned to OTMU2 for greater flexibility.

## DART

**Agenda Report**

**Committee-of-the-Whole Board Meeting**  
Voting Required Majority

DATE: May 11, 2021

SUBJECT: Approval of Additional Funding for Outside Counsel for Railroad Agreement

**RECOMMENDATION**  
Approval of a resolution authorizing the General Counsel to continue the engagement Lovells, LLP relating to railroad legal matters in additional amount not to exceed \$100,000, total amount not to exceed \$250,000.

**COMMITTEE CONSIDERATIONS**  
On April 27, 2021 the Administration Committee unanimously moved this item to the 2021 Committee-of-the-Whole Meeting for Final Consideration.

**FINANCIAL CONSIDERATIONS**  
Funding for these legal services is included in the Office of General Counsel's Operating Budget.  
Sufficient funding for these legal services in the amount of \$100,000 is included in the Office of General Counsel's FY 2021 Operating Expense Budget and the Total Expense line item of the FY 2021 Twenty-Year Financial Plan.

**BUSINESS PURPOSE**  
On July 19, 2019 (Resolution No. 190085), the DART Board authorized the General Counsel to enter into a contract with Lovells, LLP for legal services in connection with the DART's ongoing efforts to acquire the Trinity Railway Express (TRE) and to operate the Trinity Railway Express (TRE) as a commuter railroad jointly operated by Dallas Area Rapid Transit (DART) and Trinity Metro.

## Trinity Metro

**BOARD OF DIRECTORS**  
**ACTION ITEM**

Item Number: BA2021-35 Meeting Date: March 22, 2021  
Item Title: Contract to Upgrade Trinity Railway Express (TRE) Vehicle Business System (VBS) Communications to 4G

**BACKGROUND**  
Trinity Railway Express (TRE) is a commuter railroad jointly operated by Dallas Area Rapid Transit (DART) and Trinity Metro and runs between Dallas, Texas and Fort Worth, Texas.

TRE's current fleet consists of 17 bi-level coaches and eight bi-level cab cars. Several of the bi-level coaches were manufactured in 1977-1978 while the balance of the coach cars and all the cab cars were manufactured between 2000-2009. Twelve of the bi-level vehicles were purchased from GO Transit in 2000 and refurbished by Amtrak prior to being added to the TRE revenue operating fleet in 2000. The refurbishment was primarily cosmetic (exterior painting), and some electrical wiring conversion was accomplished to accommodate the electrical requirements used in United States vehicles as opposed to Canada.

DART Rail fleet and TRE Passenger Information Display (PID) use 2G cellular service for real-time communication. In the event of 2G shut down by the cellular operator, TRE vehicle and Station PID will lose communication with the VBS server. The INIT system is responsible for displaying the train's schedule to the operator, determining estimated arrival time, and transmitting train location and other pertinent information in real-time to the central system. In addition, the VBS backend server stores and downloads daily transactions/events occurring on the trains (stops, door open, door closed, departures, and automatic passenger counting data). The downloaded information is processed and made available for business intelligence (BI) reporting.

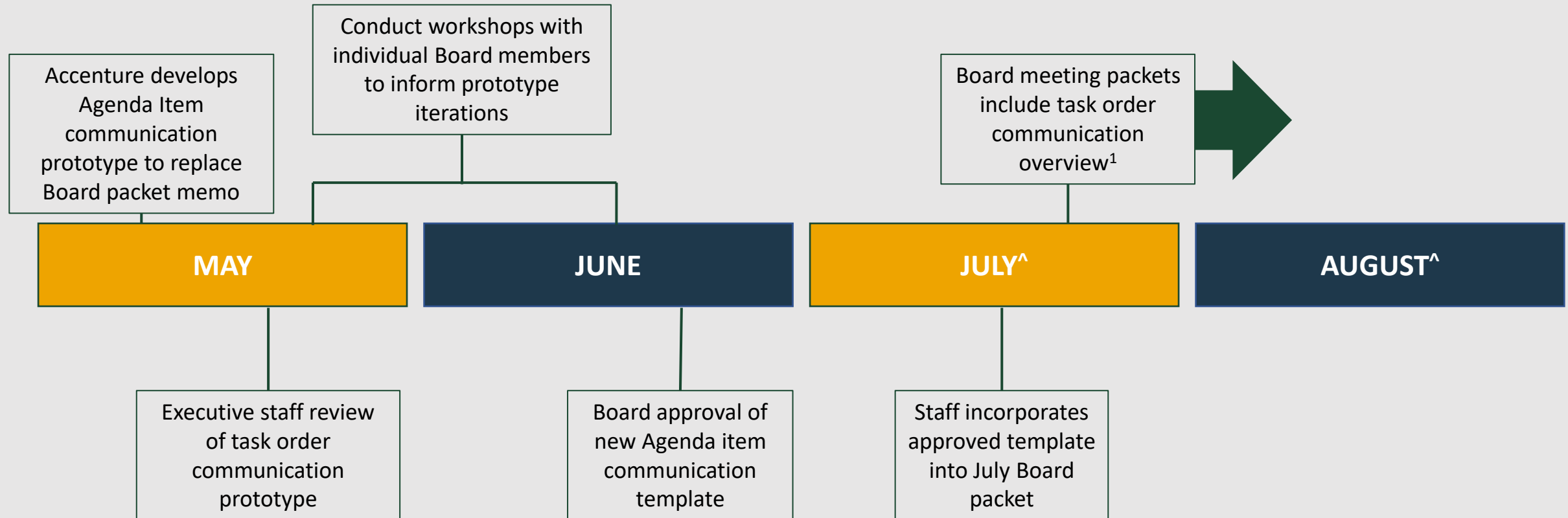
**CURRENT STATUS**  
The VBS system has been in use in TRE revenue service for several years and currently utilizes 2G technology. Cellular providers are discontinuing support of 2G, thus making it necessary to upgrade the system to 4G, with a plan to move over to 5G once the technology is more readily available.

Approval of this contract will allow for the upgrade of the VBS System, keeping the connected elements operating as intended.

In addition, approval of this contract will assist TRE in achieving strategic prioritization of optimization and

# Prospective Agenda Planning and Communication Process Timeline

Recommended activities and timeline to identify and implement improvements to DCTA Agenda process and communication effectiveness



**Note:**

1) Scope of effort will include assessing implications/opportunities of pending Granicus implementation, activities and timeline to be revised based on discovery activity.

## Board of Directors Memo

May 27, 2021

SUBJECT: Capital Edge Federal Legislative Briefing

### Background

\*Memo information provided by Chris Giglio, Capital Edge

The following are highlights of recent federal transportation activity of interest for the Board of Directors:

#### **Infrastructure Package**

Republicans in the House and Senate are preparing counter-offers to the President's \$1.9 trillion infrastructure proposal, known as the "American Jobs Act." Senate Republicans have offered a \$568 billion plan that would provide about \$61 billion to public transportation (as opposed to \$179 billion in the President's plan) and \$20 billion for rail (\$95 billion in the President's plan).

President Biden has met with congressional Republicans on the infrastructure bill and has vowed to continue to negotiate. However, there does not appear to be any compromise to be achieved on how to pay for the competing plans. The White House has proposed increasing taxes on corporation and wealthy individuals while Republicans have declared these provisions of the 2017 tax bill off limits.

As a result, we would expect the President sometime in the next few weeks to declare an impasse and ask congressional Democrats to move forward on his proposed plan using expedited procedures that are designed to prevent the possibility of a Republican filibuster in the Senate blocking the measure. At that point, congressional committees with jurisdiction over the proposal will begin crafting legislative language this spring and summer.

#### **Department of Transportation Budget**

The White House is expected to send Congress a detailed outline of its FY 2022 budget proposal on May 27, which will include proposals for Department of Transportation programs. The President's budget proposal is expected to recommend significant increases for rail program at FTAs, as well as programs that encourage electrification of transit fleets, such as the Low and No Emissions Vehicle Program at FTA.

Congress must approve the FY 2022 budget, so it is not a certainty that the President's recommendations will be accepted. The congressional Appropriations Committees have already held hearings with Executive Branch officials on the FY 2022 budget and hope to complete action on it prior to the October 1 start of the new federal fiscal year.

#### **Congressional "Earmarks"**

After a ten-year absence, House and Senate Democratic leaders earlier this year announced they would be accepting requests from Members of Congress for congressionally-directed spending to projects in their districts, also known as "earmarks" (also derisively called "pork-barrel spending").

The House and Senate Appropriations Committees accepted request for inclusion in the FY 2022 budget and the House Transportation & Infrastructure Committee accepted requests for inclusion on the



highway and transit reauthorization bill, but NOT the infrastructure package. Neither the budget nor the transportation reauthorization bill is expected to be finalized before the fall.

While most Democrats in Congress have made requests (and are required to list them on their websites), a number of Republicans, including the Denton County congressional delegation, declined to make requests. Republican congressional leaders instituted a ban on earmarks when they took control of the House in 2011.

### **Pandemic Mask Mandates**

Even though the CDC recently announced relaxed mask rules for fully vaccinated people, the TSA/CDC federal mask mandate on most forms of public transportation remains through September 13, 2021.

Statement from DOT on May 14:

“The Centers for Disease Control and Prevention (CDC), Transportation Security Administration (TSA), and the U.S. Department of Transportation remind the traveling public that at this time if you travel, you are still required to wear a mask on planes, buses, trains, and other forms of public transportation traveling into, within, or out of the United States, and in U.S. transportation hubs such as airports and stations. CDC guidance is clear that fully vaccinated people are safe to travel and can resume travel.”

### **Exhibits**

N/A

Submitted By: Chris Giglio  
Chris Giglio, Capital Edge

Approval:   
Kristina Holcomb, Deputy CEO



## Board of Directors Memo

May 27, 2021

SUBJECT: Discuss Potential Interlocal Agreement (ILA) with Dallas Area Rapid Transit (DART) for a Joint Rail Operations & Maintenance Facility (JROF) and Regional Partnership Opportunities

### Recommendation

This is a briefing item only; no board action is required at this time.

### Background

DCTA operates passenger rail service on a rail corridor owned by the Dallas Area Rapid Transit (DART) pursuant to a Transportation Access and Easement Agreement executed between the parties on May 25, 2010. The total cost of the agreement is \$16.95 million which includes \$15 million paid by DCTA in 2010 and 2011, with the remainder paid by DCTA over the term of the agreement. The initial agreement has a 20-year term that is set to expire in 2030 with an option to renew the agreement for an additional 20 years subject to renegotiated terms set forth in the agreement. Additionally, DCTA and DART have maintained an Interlocal Agreement for Shared Services which mutually benefits the residents of the respective service areas and enables the parties to collaborate in providing passenger rail service. The Shared Services Agreement includes Access and Impact fees paid by DCTA to DART for the impact the DCTA A-train ridership has on DART passenger rail services. This agreement was amended and approved by the DCTA Board of Directors at the November 2020 Board meeting.

DART and DCTA further desire to explore options for a Joint Rail Operations and Maintenance (O&M) facility, to be located and constructed at DCTA's existing Lewisville rail facility. The facility would be expanded to serve both the DCTA A-train and the DART Silver Line operations. The intent of the ILA is to address the major requirements needed to achieve the needs of both agencies including the requirements to enable DCTA to extend existing A-train service to the Downtown Carrollton Station.

### Previous Board Activity & Action

April 22, 2021	Staff provided a project status update.
March 10, 2021	Staff provided a project status update.
January 28, 2021	Staff provided a project status update.
December 10, 2020	Staff provided a project status update.
November 12, 2020	Staff provided an overview of the potential collaboration for regional joint rail operations facility between DCTA and DART.

### Identified Need

The proposed ILA would address the following primary objectives:

- Install a temporary facility to accept and commission DART FLIRT vehicles at DCTA's facility by March 2022.
- Expand DCTA's Rail O&M facility to support long-term DART operations and maintenance activities.
- Address track, infrastructure, signals and communications upgrades between Trinity Mills and Downtown Carrollton in support of DART and DCTA long-term operational needs.
- Construction of a DCTA Station in Downtown Carrollton located next to the DART Silver Line and Green Line stations.

### Current Status:

- DART to provide letter to DCTA clarifying specific requests for each Phase.
- DART will provide project estimates in June detailing their requests.
- Discussion between the agencies have included:
  - Phasing of the project
  - Lease fees to be charged during Phase I & II
  - Additional lease fees upon completion of the facility expansion
  - The need to address future Corridor Access/Easement fees, and Access & Impact Fees
- A draft ILA will be developed after cost estimates and a specific scope of service is defined by DART and both DCTA and DART agree to terms regarding financial responsibility for each segment of the proposed project. The target is to bring the draft ILA to the Board in August for consideration with the intent to approve the ILA in September.

### Financial Impact

There is currently no financial impact associated with the ongoing conversations with DART. Details of projected expenses and associated responsibilities of each party will be outlined and presented to the DCTA Board for consideration as the joint program and draft ILA are further defined.

### Exhibits

Exhibit 1: Transportation Access Agreement and Easement

Exhibit 2: Shared Services Agreement

Approved By:   
Raymond Suarez, CEO



## TRANSPORTATION ACCESS AGREEMENT AND EASEMENT

THIS Transportation Access Agreement and Easement ("Agreement") is made by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority, organized and existing pursuant to Chapter 452, Texas Transportation Code and DENTON COUNTY TRANSPORTATION AUTHORITY ("DCTA"), a regional transportation authority, organized and existing pursuant to Chapter 460 of the Texas Transportation Code, (DART and DCTA may hereinafter together be referred to as "the Parties") acting by and through their respective authorized representatives.

**WHEREAS**, DART presently owns the former Missouri-Kansas-Texas rail corridor from MP 742.42 in the City of Carrollton, Texas to MP 721.53 in the City of Denton, Texas (the "DART Corridor"); and

**WHEREAS**, DCTA is planning to design, build, maintain, and operate a passenger rail system between Trinity Mills Road in Carrollton [Mile Post ("MP") 742.42] and Denton, Texas (MP 721.53) on a portion of the DART Corridor, scheduled to open in December, 2010; and

**WHEREAS**, DART is constructing an extension of its existing Light Rail Transit system along a portion of the DART Corridor, from downtown Dallas to Frankford Road (MP 741.37) in Carrollton, Texas, also scheduled to open in December, 2010; and

**WHEREAS**, between the cities of Lake Dallas and Carrollton, Texas, the Dallas, Garland and Northeastern Railroad, Inc. ("DGNO") operates freight service, under a trackage rights agreement (the "DGNO Agreement") with DART; and

**WHEREAS**, the DGNO Agreement provides that, among other things, DGNO has the right and obligation to maintain and dispatch the DART Corridor; and

**WHEREAS**, DART is willing to transfer certain DART rights under the DGNO Agreement to DCTA, subject to DGNO and DCTA approval; and

**WHEREAS**, DART is willing to grant to DCTA access to and use of the DART Corridor for DCTA passenger rail service.

**NOW THEREFORE**, in consideration of the mutual agreements and covenants hereinafter contained and other consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. Grant of Easement

DART hereby grants a rail operating easement (the "Easement") to DCTA for the purpose of constructing, installing, maintaining and operating a modern passenger rail system (the "Permitted Improvements") on, over and across the DART Corridor, as

shown in Attachment "A", subject to the rights of DGNO as specified in the DGNO Agreement. The DART Corridor shall be comprised of the following segments: Segment A between MP 721.53 and MP 721.89; Segment B between MP 721.89 and 729.50; Segment C between MP 729.50 and MP 741.37; and Segment D between MP 741.37 and MP 742.42. The Easement includes:

1.01. The right to remove and dispose of existing track material (rails, ties, signals and other appurtenances), and to construct, erect and install the infrastructure (tracks, signals, station platforms, etc.) for the DCTA passenger rail system; and

1.02. The right to operate passenger trains; and

1.03. The right to maintain the passenger rail system.

1.04. The right to perform improvements necessary for the closure of Robertson Street in the City of Denton, which is currently located on the adjacent DART tract of land known as the "Wye," located in the A. Hill Survey, Denton County, Texas, connecting the Denton Branch with the Choctaw Subdivision, as described in whole or part by Deed dated June 10, 1878, from J. and Mary Elmore to the Denison and Pacific Railway, recorded in Volume 89, Page 389 of the Deed Records of Denton County, Texas, further located south of Robertson Street and north of Mill Street in the City of Denton.

## **2. Effective Date and Term.**

The effective date of this Agreement shall be the date on which this Agreement has been executed by both parties (the "Effective Date") and shall continue for a period of twenty (20) years beginning the Effective Date (the "Term"), unless sooner terminated by either party as provided herein. In the event DCTA exercises any of the Renewal Options pursuant to Section 18.01 and Section 18.02 hereof, the reference to "Term" shall mean and include the term of such renewal periods.

## **3. Consideration.**

The consideration for the granting of this Easement shall be:

(a) Payment by DCTA of a lump sum payment of SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) to be deposited no later than five (5) business days after the Effective Date in a separate escrow account in the name of DCTA in a financial institution selected by DCTA which shall be due and payable to DART on the earlier of the sixtieth (60<sup>th</sup>) day after the Effective Date and two (2) business days following the date of execution of the Additional Agreement by both Parties, provided however that if the first payment is not made to DART within sixty (60) days after the Effective Date, DCTA and its contractors shall cease and desist all construction activities on the DART Corridor; and.



(b) Payment by DCTA to DART of a second lump sum payment of SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000), due and payable in 2011 on the anniversary of the Effective Date; and

(c) Annual payments of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) per year for the years 2012, 2013, and 2014, with payments due on the Effective Date in those years; and

(d) Annual payments of ONE HUNDRED THOUSAND DOLLARS (\$100,000) beginning on the anniversary of the Effective Date in 2015 and continuing with payments due on the same date of each year throughout the remainder of the Term; and

(e) The performance by DCTA of each of the obligations undertaken by DCTA in this Agreement.

#### **4. Additional Agreement**

The Parties intend to negotiate and enter into on or before June 1, 2010, an additional agreement related to the operation of DCTA's passenger rail service on the DART Corridor which may include, but not necessarily be limited to the following matters (the "Additional Agreement"): (i) the lease of DART owned or controlled RDC rail vehicles to DCTA, (ii) coordination of fare policies between DCTA and DART, and (iii) equitable compensation utilizing historical data collected through the first (1<sup>st</sup>) five (5) years of DCTA revenue operation for a determination of any financial impact resulting from the use by each Party's ridership on the other Party's passenger rail system, if any.

#### **5. Non-Exclusive Easement.**

This Easement is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the DART Corridor owned by DART, or any railroad, utility, or communication company, public or private; (b) all vested rights presently owned by any railroad, utility or communication company, located within the boundaries of the DART Corridor; and (c) any existing lease, easement or other interest in the DART Corridor granted by DART to any individual, corporation or other entity, public or private.

#### **6. Design, Construction, Operation and Maintenance.**

DART's use of Segment D and adjoining property may include the use of electrically powered equipment. Notwithstanding DART's inclusion within its passenger rail system of measures designed to reduce stray current which may cause corrosion, **DCTA is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvements and that such presence could**

**produce corrosive effects to the Permitted Improvements.**

6.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvements on Segment D shall be done in accordance with standard railroad design standards and practices (at a minimum FRA Class 3) and in such a manner so as not to unreasonably interfere in any way with the operations of DART. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvements as required shall be made a part of the design and construction of the Permitted Improvements on Segment D.

6.02. During the design phase and prior to commencing any construction on Segment D, a copy of the construction plans showing the exact location, type and depth of the construction, including any cathodic protection measures and any working area, shall be submitted to DART.

6.03. By acceptance of this Agreement, DCTA agrees to design, construct and maintain the Permitted Improvements in such a manner so as not to create a hazard to the use of the DART Corridor, and further agrees to pay any damages which may arise by reason of DCTA's use of the DART Corridor under this Agreement.

6.04. By acceptance of this Agreement, DCTA covenants and agrees to institute and maintain a reasonable testing program within Segment D to determine whether or not additional cathodic protection of its Permitted Improvements is necessary and if it is or should become necessary, such protection shall be immediately instituted by DCTA at its sole cost and expense.

6.05. By acceptance of this Agreement, DCTA agrees to construct fencing, in a manner reasonably agreeable to DART, to separate the City of Denton's bicycle and pedestrian trail from all passenger and freight rail tracks.

**6.06. Absence of markers does not constitute a warranty by DART that there are no subsurface installations on the DART Corridor.**

## **7. Property Management**

7.1 DART agrees to assign to DCTA, and DCTA agrees to accept, certain DART rights and obligations under the DGNO Agreement, as reflected in Attachment B, entitled "Partial Assignment of DGNO Trackage Rights Agreement". DART understands that, in exercising its assigned rights under the DGNO Agreement, DCTA intends to take construction, maintenance, and dispatch responsibilities from DGNO. DART does not transfer, and DCTA does not receive, any freight common carrier rights or obligations under the Assignment.

7.2 DCTA, DART, and DGNO may, by joint decision, negotiate and execute a new Trackage Rights Agreement that details the rights, duties, and responsibilities of the three parties.

7.3 All grade crossing agreements, both public and private, and both documented and undocumented, and all agreements for roadways or pedestrian access within Segments A, B and C are hereby assigned to DCTA. DCTA shall notify the FRA, with a copy to DART, of its assumption of control of the grade crossings. DART must approve, in writing, any new grade crossing agreements.

7.4 DART retains all industrial and spur track agreements and all non-railroad agreements on the DART Corridor. During final design and construction, DCTA may request termination or amendment of existing agreements when non-railroad activities have an impact on the construction, maintenance, and/or operation of DCTA's passenger rail service and the Permitted Improvements. The approval or consent by DART for the termination or amendment of existing agreements shall not be unreasonably withheld, denied or delayed. DART agrees to cooperate and assist DCTA in utilizing and enforcing terms in existing non-railroad agreements that provide for relocation of non railroad facilities at the expense of the user when necessary for construction or relocation of railroad facilities. In the event that any such non-railroad relocation is not completed at user expense, DCTA will be responsible for any costs of relocation. Prior to execution of any future non-railroad agreements DART will coordinate with DCTA to insure that any such agreement will not unduly interfere with the then existing or future planned DCTA transportation services. DART will retain all income generated from agreements not assigned to DCTA. Any future non-railroad or other agreements approved by DART shall not unreasonably interfere with the Permitted Improvements and the existing and future transportation system within the Easement.

## **8. Governmental Approvals.**

DCTA, at its sole cost and expense, shall be responsible for and shall obtain and maintain any and all easements, permits, waivers or other approvals from any and all governmental agencies, federal, state or local, required to conduct any DCTA activity permitted herein within the Easement. DART shall cooperate and shall not oppose, hinder or impede DCTA in obtaining the necessary easements, permits, waivers or other governmental approvals required for the DCTA rail passenger service .

## **9. Duty of Care in Construction.**

DCTA or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or within the DART Corridor and any adjacent property owned by or under the control of DART, both parties recognizing that the DCTA project will involve substantial construction activities on and within the DART Corridor. If the failure to use reasonable care by DCTA or its contractor causes damage to the DART Corridor or any adjacent property, DCTA and/or its contractor shall immediately replace the damaged item or repair the damage at no cost or expense to DART. If DCTA or its contractor fails or refuses to make or effect any such repair or replacement within a reasonable period of

time after written demand by DART, DART shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of DCTA, which reasonable cost and expense DCTA agrees to pay to DART upon written demand.

## **10. Environmental Protection.**

10.01. DCTA shall not use or permit the use of the DART Corridor for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

10.02. DCTA warrants that its use of the DART Corridor will not result in the disposal or other release of any hazardous substance or solid waste on or to the DART Corridor, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the DART Corridor by DCTA or its Contractors.

10.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

**10.04. DCTA shall, to the extent allowed by Texas law, indemnify and hold DART harmless against all cost of environmental clean up to the DART Corridor resulting from DCTA's use of the DART Corridor under this Easement.**

## **11. Mechanic's Liens Not Permitted.**

DCTA shall fully pay for all labor and materials used on and within the DART Corridor and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the DART Corridor by reason of any work done or materials furnished to the DART Corridor at DCTA's instance or request.

## **12. Maintenance of Completed Improvements.**

The Permitted Improvements shall be maintained by DCTA in such a manner as to keep the DART Corridor in a good and safe condition with respect to DCTA's use. In



the event DCTA fails to maintain the DART Corridor as required herein, DART shall notify DCTA in writing of such specific occurrence. In the event DCTA shall not have remedied the failure within thirty (30) days from the date of such notice, DART shall have the right, but not the obligation to remedy such failure at the sole cost and expense of DCTA. In the event DART exercises its right to remedy DCTA's failure, DCTA agrees to immediately pay to DART all reasonable costs incurred by DART upon written demand thereof.

### **13. Compliance with Laws and Regulations.**

DCTA agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over DCTA and by regulations, policies and operating procedures established by the applicable regulating bodies, and DCTA agrees to the extent allowed under Texas Law indemnify and hold DART harmless from any failure to so abide and all actions resulting therefrom.

### **14. Indemnification.**

**14.01. DCTA SHALL, TO THE EXTENT ALLOWED UNDER TEXAS LAW, DEFEND, PROTECT, AND KEEP DART FOREVER HARMLESS AND INDEMNIFIED AGAINST AND FROM ANY PENALTY OR DAMAGE OR CHARGE IMPOSED FOR ANY VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION ARISING OUT OF THE USE OF THE DART CORRIDOR BY DCTA, ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS, OR ASSIGNS, OR THOSE HOLDING UNDER DCTA;**

**14.02. DCTA SHALL, TO THE EXTENT ALLOWED UNDER TEXAS LAW, AT ALL TIMES PROTECT, INDEMNIFY AND IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT DCTA HOLD DART HARMLESS AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE OR EXPENSE, INCLUDING ATTORNEY'S FEES AND INCLUDING CLAIMS OF NEGLIGENCE, ARISING OUT OF OR FROM ANY ACCIDENT OR OTHER OCCURRENCE ON OR ABOUT SAID DART CORRIDOR RESULTING FROM USE OF THE DART CORRIDOR BY DCTA, ITS OFFICERS, EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES;**

**14.03. DCTA SHALL, TO THE EXTENT ALLOWED UNDER TEXAS LAW, AT ALL TIMES PROTECT, INDEMNIFY AND HOLD DART HARMLESS AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE OR EXPENSE, INCLUDING ATTORNEY'S FEES AND INCLUDING CLAIMS OF NEGLIGENCE, ARISING OUT OF ANY FAILURE OF DCTA, ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREOF.**

**14.04. In the event that DCTA executes an agreement for operation of their passenger rail service, DCTA shall require the operator to indemnify DART to the same**

extent as set forth in this Section 14 and shall require the operator to provide insurance reasonably satisfactory to DART and to list DART as an additional insured.

### **15. Assignment.**

Neither party shall assign this Agreement without the prior written consent of the other party. DCTA shall not permit another person or entity to use the Easement or grant any rights therein without the prior written consent of DART which DART is under no obligation to grant. Notwithstanding the foregoing, DART and DCTA shall agree to cooperate in the transfer and assignment of the Easement and the rights granted herein to a regional rail authority or similar governmental authority created by the Texas Legislature during the Term of this Agreement.

### **16. Methods of Termination Prior to Expiration of Term.**

This Agreement and the Easement created herein may be terminated prior to the expiration of the Term in any one or more of the following ways:

16.01. By written agreement of both parties; or

16.02. By either party, if the other party fails to perform a material obligation of this Agreement and such failure is not cured within sixty (60) days after written notice thereof; provided, however if such failure is not reasonably capable of being cured within such sixty (60) day period, the period to cure shall be extended for such reasonable periods that may be required under the circumstances so long as the breaching party is diligently prosecuting the cure of such failure to completion

### **17. Title to Improvements.**

At such time as this Agreement may be terminated or at the expiration of the Term (including any renewals thereof), all of the improvements and appurtenances owned by DCTA such as rail, track, signalization and buildings located within the DART Corridor (the "Improvements and Appurtenances") shall become the property of DART and shall remain in place.

### **18. Options at Expiration of Term**

DCTA shall notify DART in writing on or before the anniversary of the Effective Date in 2029 of its intentions regarding use of the DART Corridor after expiration of the initial twenty year Term. DCTA may in its sole discretion elect from the following:

18.01. Renewal. DCTA may renew the term of this Agreement for an additional term not to exceed twenty (20) years in length with DCTA paying the fair market rent of the DART Corridor the subject of the Easement, not including the value of the of DCTA

improvements both real and personal made to the DART Corridor, as determined by an appraisal prepared by an appraiser mutually selected by the Parties. However, In no case shall the rent exceed five (5) percent of the fair market value of the DART Corridor, the subject of the Easement, not including the DCTA improvements both real and personal made to the DART Corridor, escalated at an annual inflation rate not to exceed three percent (3%). In the event the Parties are unable to agree on an appraiser the Parties will each select an appraiser, who will then select a third appraiser to perform the appraisal. The parties shall split the cost of such appraisal.

18.02. Contract for Service. Subject to Chapter 460 Texas Transportation Code and other applicable law, DCTA may request that DART and DCTA negotiate in good faith to enter into a contract with DART, for DART to operate the DCTA passenger rail service on the DART Corridor, which would provide for mutually agreed reimbursement to DART of its cost of providing the agreed services. In such event the Term of this Agreement shall automatically renew for such period of negotiations. In the event DCTA and DART are unable to negotiate and enter into a contract for DART to operate the passenger rail service within ninety (90) days prior to the expiration of the then current Term, DCTA shall have the right to renew the term of this Agreement pursuant to the terms of Section 18.01 above.

18.03. Expiration. DCTA may allow the term of this Agreement to expire. Following expiration of the then current Term of this Agreement, or in the event this Agreement is terminated prior to the expiration of the then current term for any reason whatsoever except as a result of DART's failure to perform its obligations under this Agreement (assuming DCTA has not elected to renew the term of this Agreement), DART shall have the right, but not the obligation, subject to the conditions of this Section 18.03 and Federal, State and other applicable law, to operate passenger rail service (including DCTA passenger rail service) on the DART Corridor, including the right to charge such fares as are necessary for operation of same. In the event DART elects to operate passenger rail service on the DART Corridor pursuant to this Section 18.03, DART shall notify DCTA in writing of its election not later than six (6) months after receipt of DCTA's notification of its election to not extend the Term pursuant to this Section 18.03.

18.04. Purchase of Other DCTA Property. Excluding the Improvements and Appurtenances, which are addressed in Section 17 herein, subject to applicable laws, regulations, and other existing agreements related to the disposition of DCTA property, if DART makes the election to operate passenger rail service pursuant to Section 18.03, above, DART shall have the right, but not the obligation, to purchase from DCTA at a purchase price to be agreed upon by the Parties such of the DCTA rail-related facilities, real property and equipment, including rolling stock, whether or not located on the DART Corridor but used in DCTA's operation of passenger rail service on the DART Corridor, as DART determines, in its sole discretion, to be necessary for the operation of passenger rail service on the DART Corridor ("DCTA Rail Facilities"). The Parties shall, subject to the foregoing, execute any documents necessary for such conveyance and shall to the extent allowed by applicable law assign to DART any rights it may have that are necessary for DART to operate passenger rail service within DCTA's service area. DART's election to purchase any or all of the DCTA Rail Facilities pursuant to this

Section 18.04 must be exercised by delivery of a written notice to DCTA not later than six (6) months after receipt of DCTA's election made pursuant to Section 18.03, which notice must include a list identifying which of the DCTA Rail Facilities that DART desires to purchase. Any of the DCTA Rail Facilities not included in the notice required by this Section 18.04 may be disposed of by DCTA without further obligation to sell or convey such real or personal property to DART.

## 19. Miscellaneous.

19.01. Notice. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

DART:	Dallas Area Rapid Transit 1401 Pacific Avenue Dallas, Texas 75202-7210 ATTN: Railroad Management	OR	P. O. Box 660163 Dallas, Texas 75266-7210
-------	---	----	--

DCTA:	Denton County Transportation Authority 1660 S. Stemmons, Suite 250 Lewisville, Texas, 75067
-------	---

With copy to:

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

Either party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

19.02. Governing Law. This Agreement and Easement shall be construed under and in accordance the laws of the State of Texas.

19.03. Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the DART Corridor and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.



19.04. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors and assigns.

19.05. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

19.06. No Joint Enterprise. The parties do not intend that this Agreement be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this Agreement are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This Agreement does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

19.07. Exhibits. The exhibits attached to this Agreement are incorporated herein.

19.08. Recitals. The recitals to this Agreement are incorporated herein.

19.09. Counterparts. This Agreement 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.

19.10. 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.

EXECUTED by DART this 25th day of May, 2010.

DART:

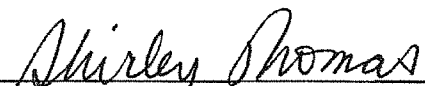
DALLAS AREA RAPID TRANSIT

BY:

  
GARY THOMAS

President/Executive Director

Approved as to Form:

  
for Hyatt O. Simmons, General Counsel

EXECUTED by DCTA this 23rd day of April, 2010.

DCTA:

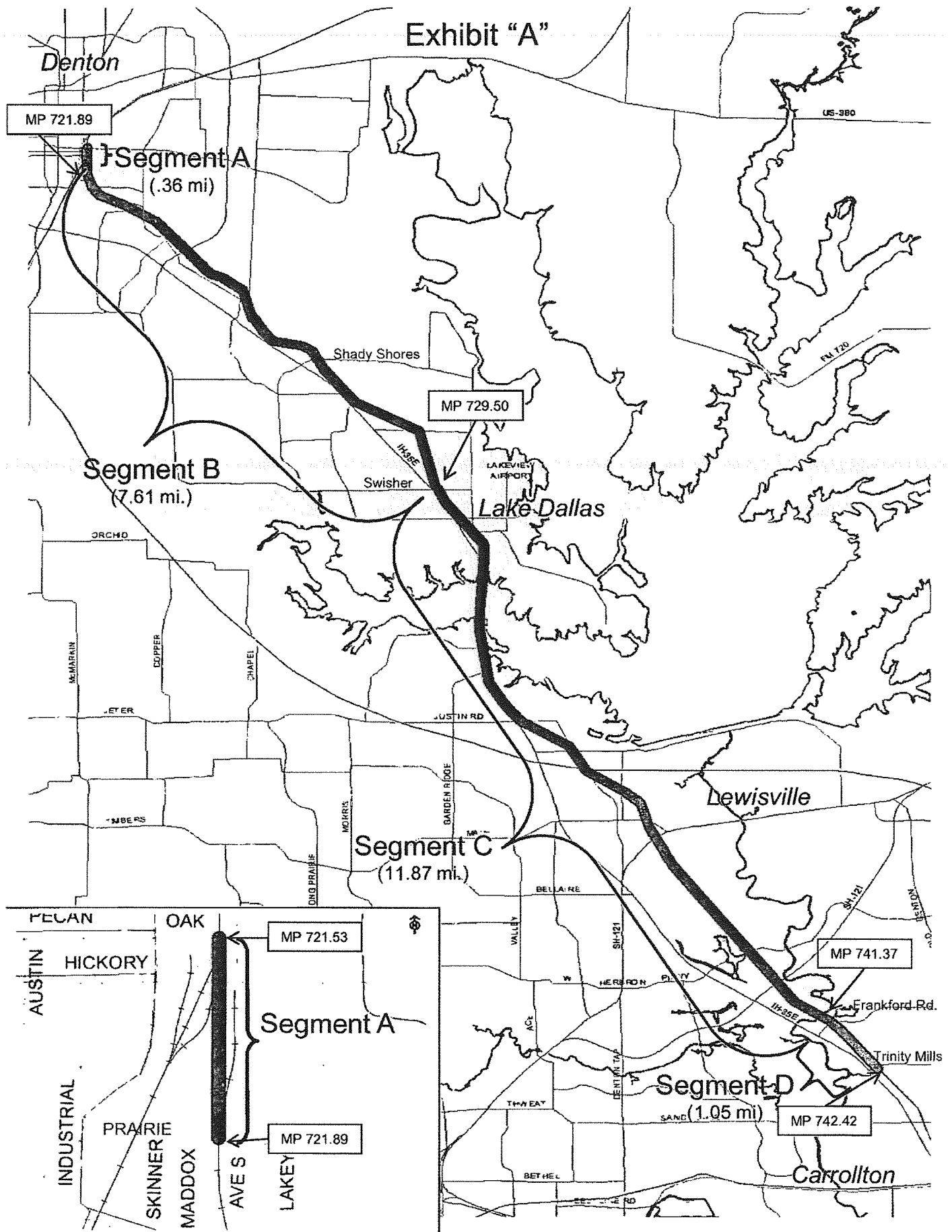
Denton County Transportation Authority

BY:

James C. Cline, Jr.  
JAMES C. CLINE, JR., P.E.  
President

Approved as to Form:

Peter G. Smith  
Peter G. Smith, General Counsel



Attachment "B"  
Partial Assignment of DGNO Trackage Rights Agreement

Under the "DGNO Agreement", a Trackage Rights Agreement ("TRA") dated January 29, 1999, between the Dallas, Garland & Northeastern Railroad, Inc. (DGNO), Dallas Area Rapid Transit (DART), Union Pacific Railroad Company (UPRR), and the Regional Rail Right-Of-Way Corporation (RRROW), transferred trackage rights of UPRR to DGNO, between Dallas and Frankford Road, Carrollton.

Under an Amendment to the TRA ("TRA Amendment"), dated January 1, 2003, effective June 28, 2001, DART, UPRR, RRROW and DGNO added additional trackage to DGNO's rights, which included the trackage between Frankford Road, Carrollton, and Lake Dallas.

The TRA and TRA Amendment grants DGNO the use of the trackage within the locations indicated above, to rail freight operations, and obligate DGNO to, among other duties to:

- perform dispatching of freight operations, whether DGNO or others granted freight rights
- construct, maintain (including mowing, debris removal, tree trimming, and grubbing), repair, and renew the freight trackage. The word "trackage" includes, without limitation, signals and signal systems, interlocking devices and plants, communications facilities, main line tracks, spur tracks, lead tracks, passing tracks, industry tracks, rights-of-way, station grounds, terminal facilities, yards, improvements, and other rail facilities necessary and useful for rail freight operations.

DART and Denton Country Transportation Authority ("DCTA") have entered into a Transportation Access Agreement And Easement ("Agreement") and the parties have agreed to assign/accept certain DGNO rights in the TRA and TRA Amendment. The TRA will be amended between the parties, and DCTA, to allow for the following DGNO obligations to be assigned to DCTA:

- dispatch from Frankford Road, Carrollton, to downtown Denton Texas.
- construction, maintenance and renewal of the trackage and rail corridor, from Frankford Road, Carrollton to downtown Denton, Texas, to include the signal systems.
- Construction, maintenance and renewal of the "freight portion section" of the trackage and rail corridor from just south of Trinity Mills Road, Carrollton, to Frankford Road, Carrollton. The DART Light Rail portion of this section of the corridor shall be maintained by DART. DART and DCTA shall coordinate the construction and operation of the signal system within this section. Circuit cutouts currently utilized at DGNO/DART shared crossings on other corridors, shall be used within this section.

**210015****RESOLUTION**

of the

**DALLAS AREA RAPID TRANSIT BOARD****(Executive Committee)****RESOLUTION**

**Approval of Shared Services Interlocal Agreement between DART and Denton County  
Transportation Authority (DCTA)**

WHEREAS, the Denton County Transportation Authority (DCTA) operates and maintains a passenger rail system known as the A-train between DART's Trinity Mills Station and downtown Denton; and

WHEREAS, on September 8, 2009 (Resolution No. 090118), the Board adopted negotiation objectives for agreements between DART and DCTA for the use and operation of the DART Corridor and DART rail vehicles; and

WHEREAS, on February 9, 2010 (Resolution No. 100010), the Board approved a Transportation Access Agreement and Easement with DCTA for its use of the DART Corridor to operate the A-train service on the DART-owned rail corridor in Denton County; and

WHEREAS, on December 11, 2012 (Resolution No. 120166), the DART Board approved an Equipment Lease and Operations and Maintenance Agreement with DCTA for DCTA's A-train service; and

WHEREAS, on September 22, 2015 (Resolution No. 150103), the DART Board approved a Shared Services Agreement with DCTA for sharing of services in support of regional passenger rail; and

WHEREAS, on September 27, 2016 (Resolution No. 160095), the Board extended the Interlocal Agreement for Shared Services with DCTA until December 31, 2016; and

WHEREAS, on December 13, 2016 (Resolution No. 160130), the Board approved the Interlocal Agreement for Shared Services with DCTA for sharing of services in support of regional passenger rail through September 30, 2017; and

WHEREAS, on October 3, 2017 (Resolution No. 170109), the Board extended the Interlocal Agreement for Shared Services with DCTA until October 31, 2017; and

WHEREAS, on October 24, 2017 (Resolution No. 170121), the Board extended the Interlocal Agreement for Shared Services with DCTA until December 31, 2017; and

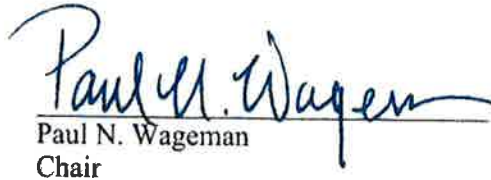
WHEREAS, on December 12, 2017 (Resolution No. 170146), the Board approved an Interlocal Agreement for Shared Services with DCTA for the sharing of services in support of regional passenger rail; and

WHEREAS, DART will not incur any unreimbursed expenses as a result of this agreement; and

WHEREAS, DCTA will compensate DART according to the terms set forth in the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute an Interlocal Agreement for Shared Services with Denton County Transportation Authority (DCTA), substantially in the form shown in Exhibit 1 to the Resolution and subject to legal review, for the sharing of services in support of regional passenger rail.

  
Jonathan R. Kelly  
Secretary

  
Paul N. Wageman  
Chair

APPROVED AS TO FORM:

ATTEST

  
Gene Gamez  
General Counsel

  
David Leininger  
Interim President & Chief Executive Officer

February 9, 2021  
Date



**SHARED SERVICES INTERLOCAL AGREEMENT**

THIS SHARED SERVICES INTERLOCAL AGREEMENT (this "Agreement") made as of the May 1, 2020, by and among Dallas Area Rapid Transit, a regional transportation authority established pursuant to Chapter 452 of the Texas Transportation Code, with offices located at 1401 Pacific Avenue, Dallas, Texas 75202 (hereinafter called "DART"), Denton County Transportation Authority, a coordinated county transportation authority established pursuant to Chapter 460 of the Texas Transportation Code, with offices at 1660 S. Stemmons, Suite 250, Lewisville, Texas, 75067 ("DCTA") (DART and DCTA are also referred to herein individually as a "Party" and collectively as the "Parties").

**RECITALS**

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

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

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

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

**Section 1. DEFINITIONS.**

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

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

**210015**

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

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

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

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

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

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

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

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

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

## **Section 2. TERM OF AGREEMENT.**

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

**Renewal Term.** Upon expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one-year (each a “Renewal Term”) without further action of the Parties hereto, unless terminated as provided herein.

**Termination.** At any time following the expiration of the Initial Term, and any time during any Renewal Term, DART may terminate this Agreement by giving DCTA at least ninety (90)



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

#### **Section 4. COSTS SHARING BETWEEN DCTA AND DART**

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

#### **Section 5. FISCAL MATTERS**

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

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

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

#### **Section 6. PAYMENT OBLIGATIONS.**

6.1 **TVM Servicing.** DCTA agrees to pay DART a TVM maintenance and servicing fee for TVMs at stations on the DCTA Corridor. This fee shall be determined in accordance with the provisions of Exhibit C attached hereto and incorporated herein for all purposes.

6.2 **Platform Maintenance.** DCTA agrees to pay DART a fee representing a share of

**210015**

the platform maintenance costs for the Trinity Mills Station in accordance with Section 9.1 below.

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

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

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

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

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

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

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

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

B. If, at the completion of 2020, actual ridership generates and NPRD of 55,000 passengers, then the amount DCTA should have paid to DART for 2020 was \$110,000. Since the provisional billing amount for 2020 was \$103,632, DCTA has underpaid by \$6,368. The amount of this underpayment would be added to the 2021 provisional billing amount yielding a monthly bill of \$8,864.00 ( $\$100,000 + \$6,368 \text{ FY 2020 underpayment} = \$106,368 / 12 \text{ months}$ ).

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

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

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

- (b) Example of Calculation of Impact Fee.

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

- 6.5 **Crew Room Fees.** DCTA agrees to pay to DART the amount of \$5,400 per year to reimburse DART for a portion of the cost of maintenance and operations of the crew room located at Trinity Mills Station. This reimbursement will be adjusted annually as set forth in that certain Crew Room License Agreement executed by and between the parties on April 4, 2016.

## Section 8. Reciprocal Fare Policy

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

**210015****Section 9. TRINITY MILLS STATION**

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

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

**Section 10. SPECIAL EVENT SERVICE/ACCESS**

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

**Section 11. INDEMNIFICATION.**

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

11.2 **Joint Responsibility.** With regard to any claim or lawsuit arising from the joint or concurrent activities responsibilities and obligations of the Parties within this Agreement, a proportionate or percentage allocation of the handling and cost of the defense, settlement, satisfaction, payment or other resolution of such claim or lawsuit shall be determined by mutual agreement of the Parties. Should the Parties fail to reach such agreement, then their respective responsibilities (if any) shall be determined by the Texas law of proportionate responsibility under Chapter 33 of the TEX.CIV.PRAC.REM. CODE as amended and its successor provisions, or other statute or common law apportioning liability between joint tortfeasors, pursuant to a



**210015**

final judgment rendered by a court of appropriate jurisdiction. With regard to any claim or lawsuit that alleges the damage or injury complained of is the result of the joint or concurrent activities of the Parties, the Parties agree to jointly defend such claim or lawsuit by means of a joint defense; provided, however, that nothing herein shall limit each respective Party from settling or disposing of its own potential liability prior to or subsequent to the final adjudication of such claim or lawsuit or to choose their own counsel rather than proceeding with joint counsel or a joint defense. A settlement of a claim or lawsuit by one Party shall not be binding upon the other Party, absent that Party's express prior written consent.

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

## **Section 12. INSURANCE.**

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

- (a) Workers' Compensation insurance or self-insurance, providing benefits as required under the Workers' Compensation Act of the State of Texas. . This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from DART or DCTA.
- (b) Commercial Automobile Liability insurance or self-insurance, covering all owned, hired, and non-owned vehicles used in connection with the work performed under this Agreement.
- (c) DCTA will furnish at their sole cost and expense Rail Operations Liability Insurance with a minimum limit of \$125,000,000 per occurrence worth of primary and non-contributory insurance. In the event of an incident, accident, or other occurrence, liability of the parties shall be apportioned in accord with Chapter 33 of the Texas Civil Practice and Remedies Code. In the event DCTA's insurance coverage is not sufficient to cover all of DCTA's obligations or legal liability, any additional cost, damage, or expense (including defense costs) attributable to DCTA will be the sole responsibility of DCTA and DCTA shall not seek contribution from DART or DART's insurer. The DCTA Rail Operations Liability Policy will name DART and TM as additional insureds, will contain a 30-day cancellation notice, and will contain a waiver of subrogation.

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

**210015**

addresses:

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

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

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

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

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

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

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

**210015**

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

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

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

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

### **Section 13. MISCELLANEOUS PROVISIONS.**

#### **13.1 Early Termination of Agreement**

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

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

#### **13.2 Resolution of Disputes**

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

210015

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

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

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

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

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

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

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

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

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



210015

both of the Parties.

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

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

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

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

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

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

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

**210015**

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

**If to DART:** Interim President & Chief Executive Officer  
Dallas Area Rapid Transit  
P. O. Box 660163  
1401 Pacific Ave.  
Dallas, Texas 75266-7210

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

**If to DCTA:** President/Executive Director  
Denton County Transportation Authority  
1660 S. Stemmons, Suite 250  
Lewisville, Texas 75067

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

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

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

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

13.17 **Exhibits**. The exhibits referenced in and attached to this Agreement constitute

additional terms and provisions of this Agreement, are an integral part hereof, and are incorporated herein by reference as if fully set forth herein.

(Signatures on Following Page)

Executed on the dates indicated below, pursuant to the authority of Resolution No. 210015 of the Dallas Area Rapid Transit Board of Directors, adopted February 9, 2021, Authorization of the Denton County Transportation Authority Board of Directors, approved \_\_\_\_\_, 2021.

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

**DCTA:**

**DART:**

DENTON COUNTY TRANSPORTATION  
AUTHORITY

DALLAS AREA RAPID TRANSIT

By: \_\_\_\_\_  
Raymond Suarez  
President

By: David Leininger  
David Leininger  
Interim President & Chief Executive Officer

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

Date: 05/11/2021

APPROVED AS TO FORM:

APPROVED AS TO FORM

By: \_\_\_\_\_  
Peter G. Smith, DCTA Legal Counsel

By: Gene Gamez  
Gene Gamez, General Counsel

210015

**EXHIBIT A****MAP OF DCTA A-TRAIN RAIL SERVICE**

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

- 1 -

**210015**

**EXHIBIT B**

INTENTIONALLY DELETED

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

- 1 -

**210015****EXHIBIT C****PROVISION OF TICKET VENDING MACHINE (TVM) REVENUE COLLECTION  
AND SERVICING ON DCTA CORRIDOR****Section 1. TVM Revenue Collection and Servicing**

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

**Section 2. Service Priority**

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

**Section 3. Reimbursement for Services**

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

**Section 4. Reporting**

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

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



**210015**

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

Section 5. **Ticket Stock**

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

Section 6. **Warranty / Repair Work**

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

Section 7. **Keys and Servicing Equipment**

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

Section 8. **Security**

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

**210015****TVM SERVICE AND FEE TABLE****SERVICE ON DEMAND\***

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

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

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

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

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

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

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

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

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

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

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

**210015****EXHIBIT D****DCTA SPECIAL EVENT BUS ACCESS****Section 1. Purpose.**

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

**Section 2. Vehicles and Operators.**

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

**Section 3. Governmental Approvals.**

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

**210015****Section 4. Customer Information, Complaints and Complaint Resolution.**

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

**Section 5. Operations.**

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

**Section 6. Environmental Protection.**

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

**Section 7. Use by DART.**

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

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

**210015****Section 8. Security.**

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

**Section 9. ADA Monitoring and Compliance.**

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

**Section 10. Use of Contractors.**

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

**Section 11. Methods of Termination.**

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

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

## Board of Directors Memo

May 27, 2021

SUBJECT: Review and consider Monsignor King (MK101) Service Status, City of Denton Requests, Impacts of Proposed GoZone Service and Future Service Needs.

### **Recommendation**

Staff is recommending continuation of the of MK101 service and fare structure through the FY '22 budget in support of the request from the City of Denton for transport of individuals between Our Daily Bread and Monsignor King Outreach Center and seeking guidance from the board. Service will run concurrent with GoZone service to support anticipated peak ridership demand.

### **Background**

#### *Service Overview:*

DCTA's MK101 Shuttle provides service from Monsignor King Outreach Center (MKOC) to Our Daily Bread (ODB) in Denton. The shuttle service is free and open to the general public. In May, the City of Denton requested that DCTA reinstate MK101 service to pre-COVID levels as quickly as possible. In addition, they provided a service level request that will extend into FY '22 until a new facility can be built which will consolidate MKOC and ODB services into one location.

#### *Operational Dates:*

- \* Operational from January 2019 - March 2020 (6 days/week)
- \* Suspended due to COVID-19 from March 2020 - August 2020 (no service)
- \* Operational from August 2020 - current (3 days/week)
- \* Restore to pre COVID-19 levels starting in June 2021

#### *Fare Structure:*

In December 2019, when the service was originally approved, the board also approved a 6-month fare promotion providing free service to those who boarded the service at either Monsignor King Outreach Center or Our Daily Bread. At the December 2020 meeting, the board approved the formal adoption of the free-fare structure and it is recommended that the current fare structure remain in place for FY 22 should the board consider approval of this item.

### **Identified Need**

The Monsignor King Outreach Center and Our Daily Bread have expanded service hours to original levels prior to Covid-19 and are requesting consideration to extend services to meet peak ridership demand throughout FY 22 until such time that a new facility is built.

### **Financial Impact**

Funding for this service request in the amount of \$42,515 will be included in the FY 22 operating budget if the board agrees with this service request which would run concurrent with GoZone service.



## Ridership Data

Month	Ridership
January 2020	479
February 2020	838
March 2020	652
August 2020	3
September 2020	126
October 2020	194
November 2020	205
December 2020	412
January 2021	328
February 2021	177
March 2021	327
April 2021	266
<b>Total</b>	<b>4,007</b>

Submitted By: Troy Raley  
Troy Raley, Senior Director of Mobility Services

Final Review: Nicole Recker  
Nicole Recker, Vice President of Mobility Services and Administration



**City Manager's Office**

215 E. McKinney St., Denton, TX 76201 • (940) 349-8307

May 18, 2021

Nicole Recker, Vice President of Mobility Services and Administration  
 Denton County Transportation Authority  
 1955 Lakeway Drive Ste. 260  
 Lewisville, TX 75057  
 Via e-mail: [nrecker@dcta.net](mailto:nrecker@dcta.net)

Dear Ms. Recker:

In August 2019, the City of Denton requested the DCTA Board of Directors to consider including \$77,000 in the annual budget to add shuttle service to transport individuals staying overnight at Monsignor King Outreach Center (MKOC) shelter to Our Daily Bread (ODB) community kitchen & center in the morning. The service was approved by the DCTA Board and was implemented in January 2020 operating in the mornings 6 days/week (Monday-Saturday). Unfortunately, the COVID-19 pandemic hit in March 2020 and immediate steps were taken in response to reduce the capacity and change the operations of the MKOC shelter, as well as relocate individuals to alternative non-congregate shelter. This interrupted provision of the shuttle service.

Since March 2020, MKOC and ODB have continuously adapted and evolved their operations based upon the latest public health guidance and the ability to staff the facilities. The MKOC shelter first reopened at 3 nights/week due to limited staff and volunteers and as such, DCTA reinstated the shuttle service for 3 days/week. However, the MKOC and ODB facilities are now operating 5 nights/week and we are seeking to have the approved shuttle service reinstated at 5 days/week (Tuesday-Saturday mornings), with two morning trips each day, as soon as possible. In addition, MKOC plans to fully reopen by July 1, 2021 and we are seeking to have the approved 6 days/week (Monday-Saturday mornings) reinstated at that time.

We would also like to share that, in spring 2020, the City purchased a facility at 909 N. Loop 288 for the future consolidation and relocation of the MKOC shelter and ODB community kitchen & center. The City is currently working on a project to renovate the facility and enter into an agreement with Our Daily Bread for operation of the co-located facility (note: MKOC and ODB have merged into one non-profit entity called Our Daily Bread). Although the City is in a procurement process for the renovation, which will better establish the construction project budget and timeline, the initial estimates are that the renovation and occupancy of the facility could be achieved by December 2022. However, this is a preliminary timeline and City staff can provide updates as the project progresses.

Once the project is complete and the two facilities relocate to the Loop 288 center, this specific shuttle service would no longer be necessary. However, City staff and Our Daily Bread would like to continue conversations for how DCTA can help support transportation options and services for individuals experiencing homelessness from the new facility.

**OUR CORE VALUES**

Integrity • Fiscal Responsibility • Transparency • Outstanding Customer Service

Thank you for your consideration and continued partnership in addressing homelessness in Denton County. Please let me know if we can answer any questions or provide additional information.

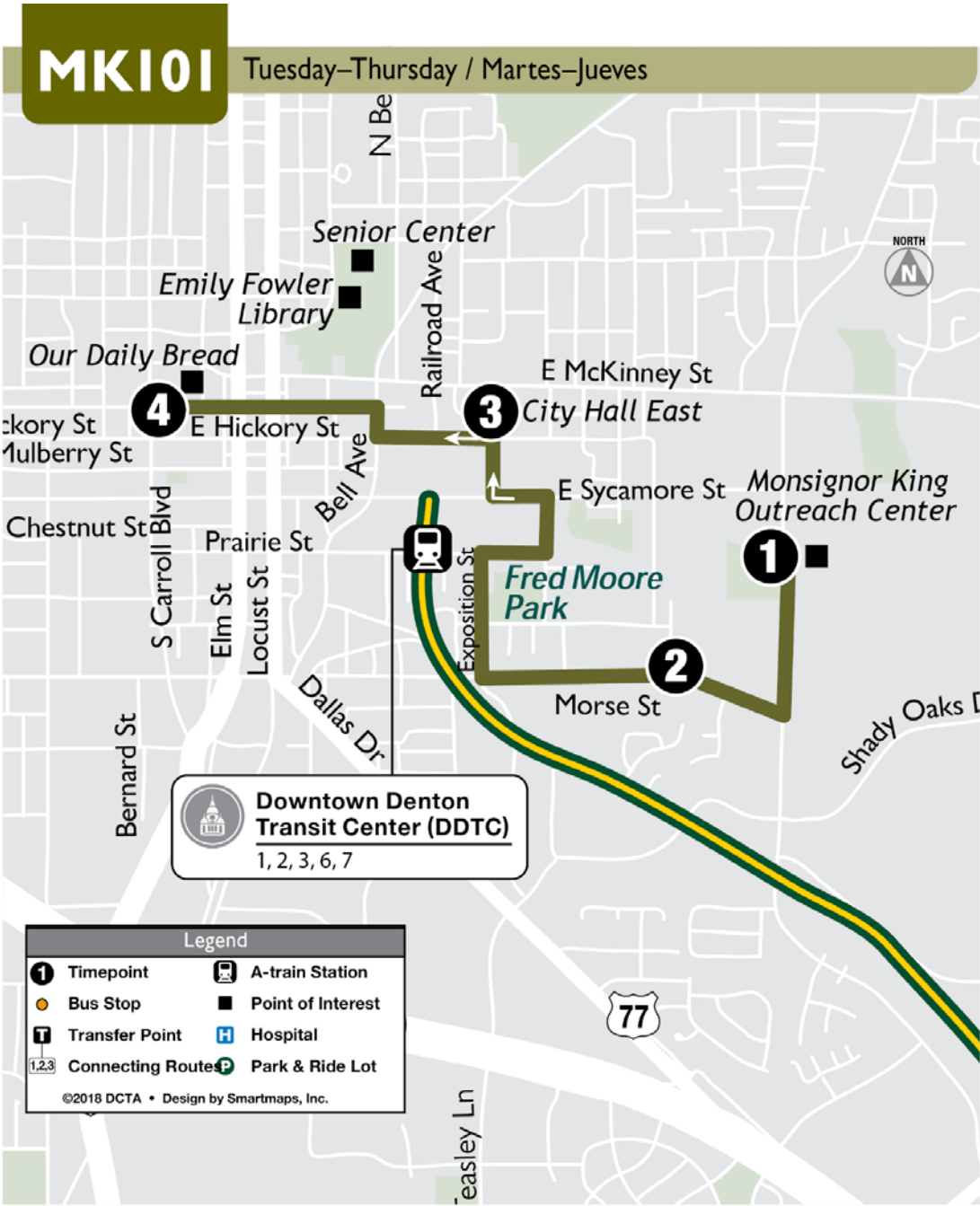
Sincerely,

A handwritten signature in black ink, appearing to read "S. Kuechler". The signature is fluid and cursive, with a large initial "S" and a stylized "Kuechler".

Sarah Kuechler  
Chief of Staff

Monsignor King (MK101) Schedule and Map

Monsignor King (MK101) Shuttle Schedule				
	MONSIGNOR KING	WB MORSE AT WOODROW LANE	WB HICKORY AT CITY HALL E	WB OAK AT CEDAR
1st SHUTTLE	8:30 A.M.	8:32 A.M.	8:38 A.M.	8:41 A.M.
2nd SHUTTLE	8:55 A.M.	8:57 A.M.	9:03 A.M.	9:06 A.M.





## Board of Directors Memo

May 27, 2021

SUBJECT: Presentation of the GoZone Public Involvement Progress Report and Activities

### Recommendation

This is a progress report. No action is required.

### Background

As DCTA transitions service from fixed route to GoZone on-demand service, there are many Federal Transit Administration (FTA) requirements that must be met. One of those requirements is the need for public involvement and a Title VI analysis to ensure that the DCTA Board of Directors is reviewing and considering all public feedback before making a formal decision on service delivery.

On March 10, 2021, the board authorized a task order with Kittelson and Associates to develop and execute the required public involvement and Title VI analysis that are required by the FTA. Kittelson's scope includes:

- Define and execute a Public Involvement Program to inform the public of DCTA's proposed transition to a more responsive, on-demand service model for delivering public transportation
- Conduct a Title VI analysis of the proposed on-demand service plan to identify and mitigate disparate or disproportionate negative impacts to low-income, minority, or Limited English Proficiency (LEP) populations
- Provide recommendations as to how existing Access services may be modified to successfully operate within the proposed service strategy

Staff has been coordinating with Kittelson and Associates and Via to ensure that a robust public involvement process is offered. The public involvement process officially launched on April 19, 2021

A progress report of activities from April 19 -30, 2021, is being provided as Exhibit 1 to keep the board abreast of all activities related to this initiative.

### Financial Impact

On March 10, 2021, the DCTA Board of Directors approved Task Order #4 for a total of \$77,057 which was accommodated within the approved FY '21 budget.

### Exhibits

Exhibit 1: Public Involvement Progress Report (April 19 – April 30, 2021)

Exhibit 2: Overview of DCTAfeedback.net

Submitted by: Mary Worthington  
Mary Worthington, Community Relations Manager

Approved by: Nicole Recker  
Nicole Recker, VP of Mobility Services and Administration

# Proposed GoZone Majority On-Demand Service Plan



## ENGAGEMENT REPORT

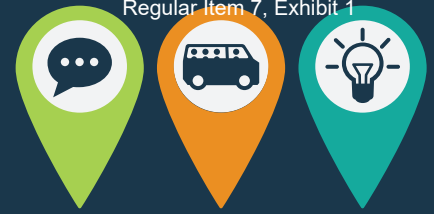
April 1 – 30, 2021



DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

Regular Item 7, Exhibit 1



## Overview

On April 7, 2021 the Denton County Transportation Authority (DCTA) Board of Directors approved a proposed service plan from River North Transit (Via) to advance GoZone - an on-demand service that would replace the majority of fixed-route bus services within DCTA's current service area - through to the public involvement process. The proposed plan is not final and requires public input; to this end, DCTA has initiated a public outreach campaign consistent with its Title VI program.

The current outreach period extends from April 19 to June 25, 2021. This report summarizes outreach efforts for the month of April 2021 and is organized as follows:

- *Community/Stakeholder Outreach:* This section summarizes those outreach events and activities conducted via public events, email correspondence, and one-on-one discussions with stakeholders throughout the DCTA service area.
- *Title VI Outreach and Analysis:* This section provides an overview of how our outreach campaign provides opportunities for minority, low-income, and Limited English Proficiency (LEP) communities to learn about the GoZone proposal and provide meaningful input into its development and implementation. It also explains steps being taken to analyze the potential impacts of the new service on these communities.
- *Microsite:* This section summarizes high-level engagement occurring at [DCTAfeedback.net](https://DCTAfeedback.net), which is a community outreach microsite provided through Social Pinpoint and managed by DCTA's Marketing and Communications Team.
- *MarCom Promotion:* This section summarizes the promotions that have been implemented to raise awareness of the GoZone proposed service plan.



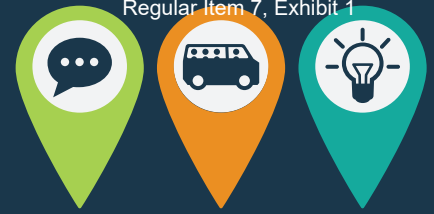
DENTON COUNTY  
TRANSPORTATION  
AUTHORITY



# ENGAGEMENT REPORT

## COMMUNITY/STAKEHOLDER OUTREACH

Regular Item 7, Exhibit 1



**43** CALLS AND EMAILS



**842** IN-PERSON IMPRESSIONS



**10** COMMUNITY PRESENTATIONS



**80** COMMENTS AND QUESTIONS

The first two weeks of DCTA's public outreach campaign have seen significant interest in the GoZone proposal. Initial events held at Colorpalooza and DCTA's Celebrate Trails events lead to engagement with over 800 people. Additional outreach to stakeholders including the University of North Texas (UNT), Texas Women's University (TWU), and the Cities of Denton, Lewisville, and Highland Village have generated additional comments and resulted in e-mails, telephone conversations and one-on-one meetings.

The following pages summarize the events and activities held throughout April 2021, as well as those planned for May and June. DCTA staff is continually adding new events and activities weekly to provide the public with a variety of engagement opportunities.



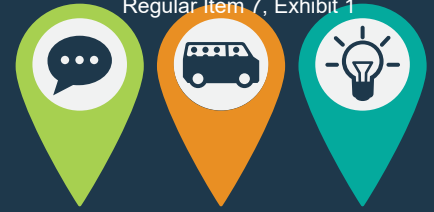
DENTON COUNTY  
TRANSPORTATION  
AUTHORITY



# ENGAGEMENT REPORT

## COMMUNITY/STAKEHOLDER OUTREACH

Regular Item 7, Exhibit 1



## April Events

Event	Format	Date	Participants
Community Advisory Committee Meeting	Online	April 15	11
Lewisville Colorpalooza	In-Person	April 17	730
Celebrate Trails Day	In-Person	April 24	82
			<b>823 Total</b>

## April Small Group Discussions

Form	Stakeholder	Date	Participants
Small Group Discussion	University of North Texas	April 16	2
Small Group Discussion	City of Lewisville	April 19	3
Small Group Discussion	City of Highland Village	April 19	3
Small Group Discussion	Texas Women's University	April 19	3
Small Group Discussion	Lewisville Independent School District	April 19	5
Small Group Discussion	Denton Independent School District	April 19	2
Small Group Discussion	City of Denton	April 22	1
			<b>19 Total</b>

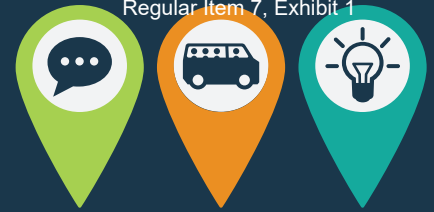


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

## COMMUNITY/STAKEHOLDER OUTREACH

Regular Item 7, Exhibit 1



## Upcoming Planned Events

Stakeholder	Date
Downtown Denton Transit Center (DDTC)	May 5
Highland Village Rotary Club	May 6
Lewisville Thrive Recreation Center Open House	May 7 + May 8
Denton County Commissioners Court	May 11
Cross Timbers Rotary Club	May 14
Texas Workforce Solutions	May 14
Denton Visitor Center - Discover Denton	May 15
DCTA Virtual Town Hall Meeting: Proposed Go-Zone On-Demand Rideshare Service	May 18
DCTA Social Service Agency Roundtable Meeting	May 18 + May 20
Lewisville Noon Rotary	May 19
Denton Mobility Committee	May 19
Denton Disability Committee	May 20
Lewisville Thrive Recreation Center Summer Camp Open House	May 26
Salvation Army Denton Council	May 26
Celebrate Highland Village	June 5
Sounds of Lewisville	June 8 + June 16
Monthly Chamber Partnership Luncheon	June 22

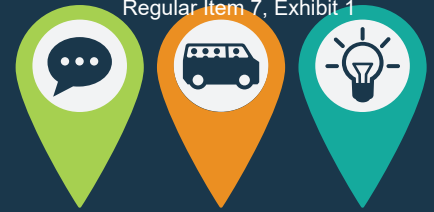


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

## COMMUNITY/STAKEHOLDER OUTREACH

Regular Item 7, Exhibit 1



### Title VI Outreach and Analysis

Denton County Transportation Authority (DCTA) has established a Title VI program to ensure that the level and quality of DCTA's services are provided in a non-discriminatory 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. DCTA's outreach efforts for GoZone proposal have been designed to follow our established policies under the Title VI program.

As part of our efforts, Kittelson and Associates has performed an initial analysis to identify where Transportation Disadvantaged (TD) communities are within DCTA's service area, such that they can identify events and locations where DCTA should engage with these communities, inform them about the GoZone proposal, and offer opportunities for meaningful input. TD communities were determined by identifying individuals within each Census block group that met one or more of the following criteria:

- Overburdened renters (people that pay 40% or more of their household income on rent)
- Under age 18 in a single parent household
- Under age 10
- Over age 75
- Limited English Proficiency
- Low-income (residents whose income is less than 200% of the Federal Poverty Guidelines)
- Minority (all races and ethnicities other than White, non-Hispanic)

The maps on the following pages have been color-coded to show where TD communities reside within DCTA's service areas. Staff will use these maps moving forward to identify locations for new events to reach out to these communities.

### Gathering Best Practices and Feedback from Peer Agencies

As on-demand services are relatively new, Kittelson and Associates is reaching out to other agencies across the United States to understand how they have handled their Title VI analysis for transitions from fixed-route to on-demand service.

Interviews are being conducted with peer agencies around the country to understand the challenges, opportunities, and successes other agencies have had with replacing fixed-route transit service. From a literature review and research efforts, the following list of agencies stood out as potential candidates to learn from:

- Green Mountain Transit (Montpelier, Vermont)
- Maryland Transit Administration (Baltimore, Maryland)
- King County Metro (Seattle, Washington)

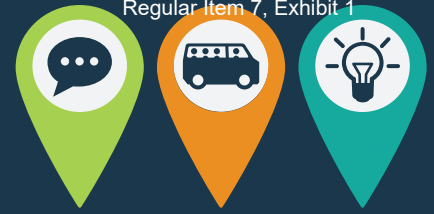


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

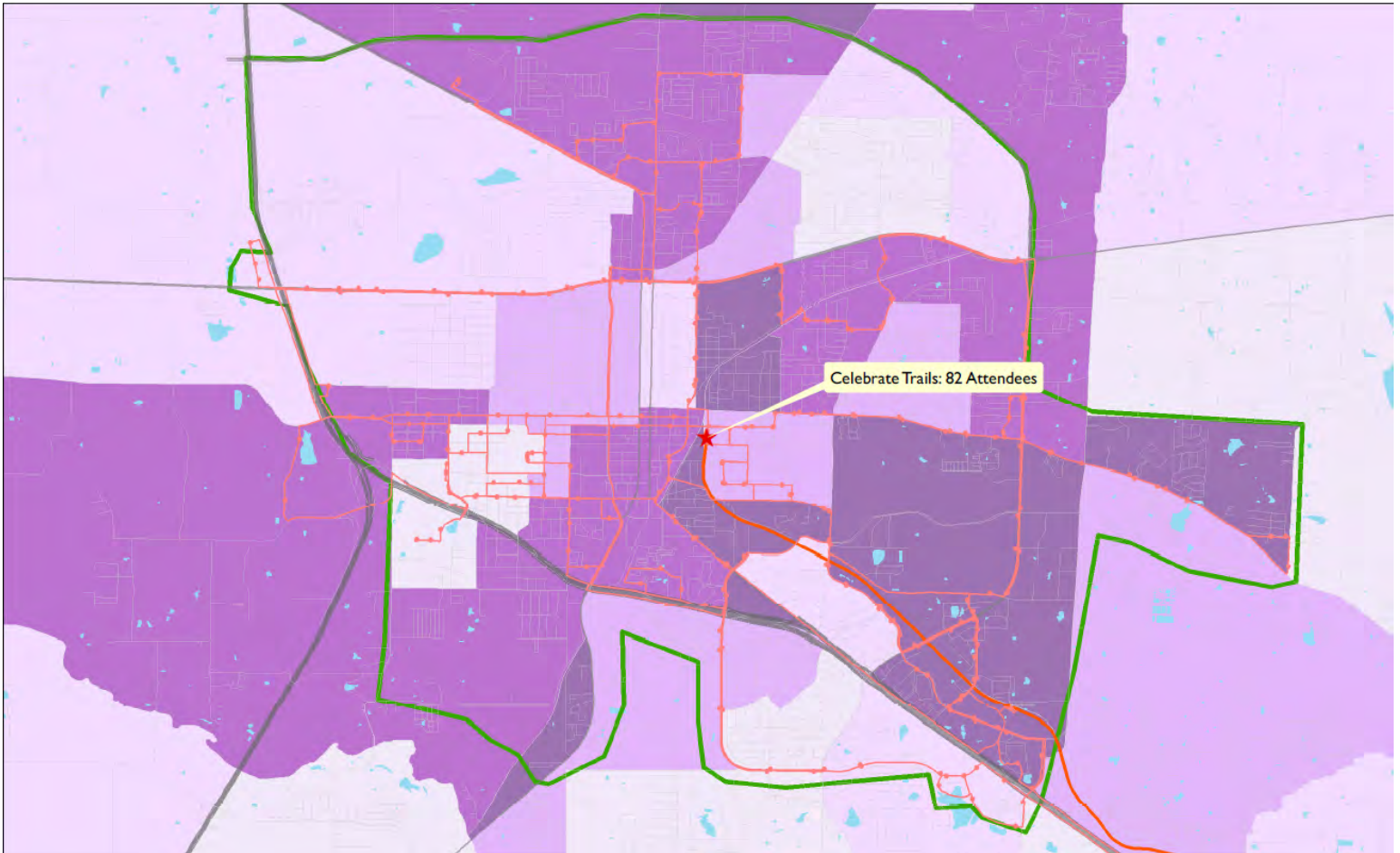
# ENGAGEMENT REPORT

## COMMUNITY/STAKEHOLDER OUTREACH

Regular Item 7, Exhibit 1



### Denton GoZone



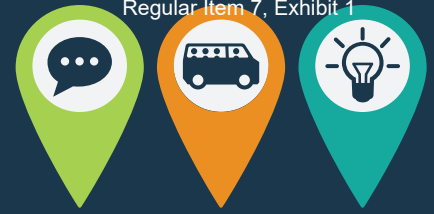
DENTON COUNTY  
TRANSPORTATION  
AUTHORITY



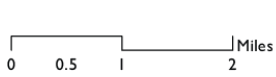
# ENGAGEMENT REPORT

## COMMUNITY/STAKEHOLDER OUTREACH

Regular Item 7, Exhibit 1



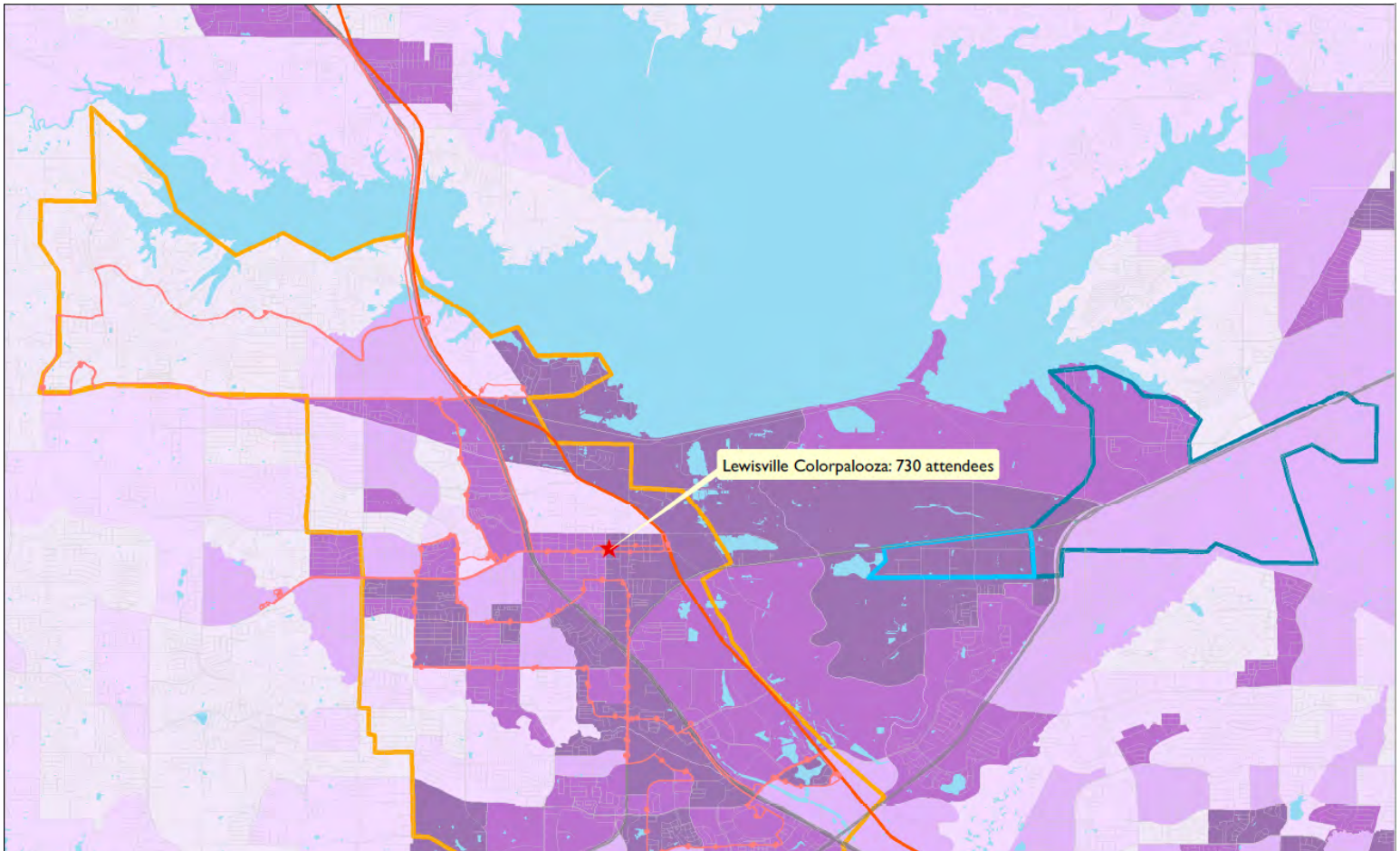
### Lewisville and First Park 121 GoZone



- April Events
- DCTA Bus Stops
- Local Roads
- DCTA Bus Routes
- Major Roads
- A-Train
- Highways
- Lewisville GoZone
- First Park 121 GoZone
- SR121 Business GoZone

#### Equity Analysis Results

- Higher Disadvantaged
- High Disadvantaged
- Medium Disadvantaged
- Low Disadvantaged
- Lowest Disadvantaged

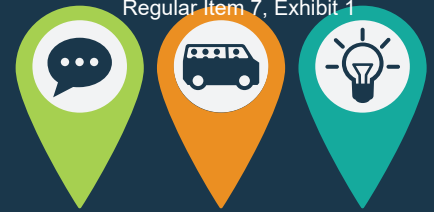


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

MICROSITE: DCTAFEEDBACK.NET

Regular Item 7, Exhibit 1



 **7,798** TOTAL PAGE VISITS

 **2,067** USERS VISITED SITE / **71** USERS ENGAGED

 **46** TOTAL COMMENTS AND FEEDBACK

 **55** SURVEY RESPONSES

 **161** TOTAL DOCUMENT DOWNLOADS

## Social PinPoint Platform Overview (DCTAfeedback.net)

Social Pinpoint is a customizable, community engagement platform that features a variety of online engagement tools for companies and organizations to engage and collect citizen feedback from community members and stakeholders. DCTA is using Social Pinpoint to gather public feedback for the agency's proposed GoZone on-demand rideshare service. The entire site offers translation capability for those who speak any language.

### *Main Site Pages*

This is a one-stop shop microsite for the GoZone service plan and offers dedicated pages to walk visitors through the service on various pages including the How it Works page with a step-by-step narrative to educate viewers, the Events page which lists upcoming and past public events for people to see when and where they can speak with DCTA staff, and the Media Center page where news releases, articles and Hop on Board Blog posts are available.

### *Engagement Tools*

Online users can go to the Interactive Service Map and add a comment, view and download DCTA's promotional fare matrix and participate in the Fare Forum, and join the conversation on the Ideas Wall. Feedback can also be provided via the General GoZone Service Plan and Immediate Feedback online surveys.

### *Internal Response & Monitoring Process*

DCTA's Marketing and Communications department monitors all feedback received on Social PinPoint in real time. Responses are drafted, approved and posted back to the user within 24-48 hours.

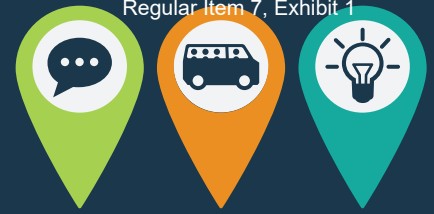


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

## MARCOM PROMOTION

Regular Item 7, Exhibit 1



**698,983** TOTAL ADVERTISING IMPRESSIONS



**500** PRINT MATERIALS (INSTALLED/DISTRIBUTION)



**16** MEDIA ARTICLES SECURED

— **\$15,068** PUBLICITY VALUE AND **8M** IMPRESSIONS



**40,027** TOTAL SOCIAL MEDIA IMPRESSIONS

— **3,386** TOTAL FAN/FOLLOWER ENGAGEMENT



**8** EMAILS DISTRIBUTED

— **15%** AVERAGE OPEN RATE AND **2%** AVERAGE CLICK RATE



**8** PARTNER FEATURES AND MENTIONS

## PROMOTIONAL STRATEGY

In support of the public engagement process, staff developed a strategic plan to educate and garner engagement from all identified target audiences in preparation for the upcoming GoZone on-demand rideshare service launch in fall 2021. Targeted marketing, communications and outreach efforts are being implemented across the following groups: current and potential riders, general public, stakeholders and member cities, universities and school districts, homeless populations, unbanked individuals, and community groups.

Key goals for the GoZone public engagement process include:

- Strategic engagement of member cities at the micro and macro level
- Drive in-person and online engagement at DCTAfeedback.net
- Educate target audiences on proposed Via on-demand service plan and collect required feedback
- Comply with FTA public involvement and Title VI analysis requirements



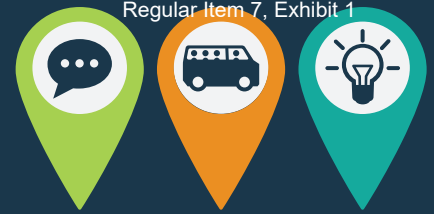
DENTON COUNTY  
TRANSPORTATION  
AUTHORITY



# ENGAGEMENT REPORT

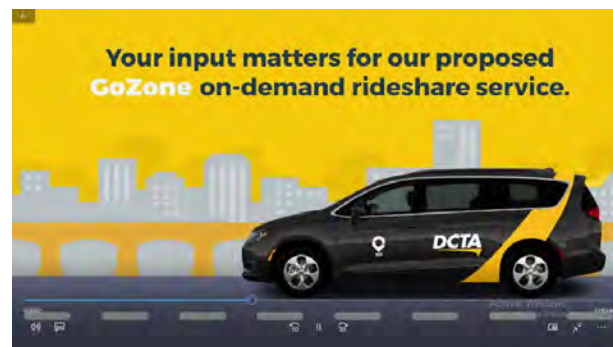
## MARCOM PROMOTION

Regular Item 7, Exhibit 1



## ADVERTISING (DIGITAL & PRINT)

Staff developed and implemented a comprehensive media buy plan that included a variety of local print ads, digital ads, YouTube ads, email ads, native ads, Nextdoor ads, and print inserts to drive traffic to DCTAfeedback.net. In addition, staff implemented geofencing ads targeted to reach people in high-traffic locations in Denton County and near DCTA A-train stations/bus stops to reach our key target audience.

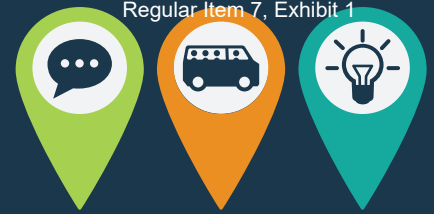


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

## MARCOM PROMOTION

Regular Item 7, Exhibit 1



## Print Collateral

Various promotional materials were developed for installation on DCTA vehicles, at A-train rail stations, and for distribution at in-person events to generate awareness for GoZone. The majority of all print collateral included a QR code with customized tracking URL links as well as Spanish translations.



## MAKE YOUR VOICE HEARD

Scan to view service plan and give your input.



We are proposing a new GoZone on-demand rideshare service that would replace existing fixed route Connect Bus and on-demand zone services.

We invite you to join the conversation online or in person.

**DCTA**  
DENTON COUNTY  
TRANSPORTATION AUTHORITY

**DCTAfeedback.net**

Provide your feedback from  
**April 19 - June 25**

RideDCTA.net • 940.243.0077

HopOnBoardBlog.com • #RideDCTA



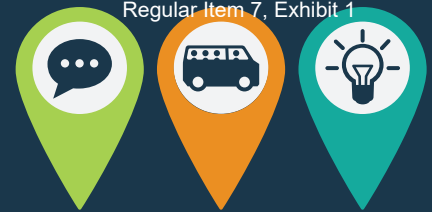
DENTON COUNTY  
TRANSPORTATION  
AUTHORITY



# ENGAGEMENT REPORT

## MARCOM PROMOTION

Regular Item 7, Exhibit 1



## Public Relations

Staff conducted strategic media outreach for the GoZone public involvement process to local print, broadcast/ radio and online media, and industry publications to secure media coverage to increase awareness of the proposed on-demand rideshare service and encourage public feedback.



### DCTA gathering feedback on proposed on-demand system transition

The restructuring proposal aims to expand service area, add "virtual stops" in lieu of fixed route stops, improve regional mobility, as well as the rider experience.

Author — Mischa Wanek-Libman

Apr 20th, 2021



RELATED

News and Events



You're seeing news from

LEWISVILLE | FLOWER MOUND

IMPACTS TRANSPORTATION GOVERNMENT BUSINESS DINING NEWSLETTER

### DCTA seeks feedback for proposed on-demand service

#### DCTA Microtransit: How it works



The proposed on-demand rideshare service would be available through an app on the user's smartphone. (Graphic courtesy: DCTA)

VIA

### Denton County Transportation Authority Seeks Public Feedback with New RideShare Program

The new service, GoZone, is slated to launch in September 2021

By Logan McElroy • Published April 21, 2021 • Updated on April 22, 2021 at 10:32 pm



The Denton County Transportation Authority wants feedback on a new rideshare program that is slated to launch later this year.



HOME NEWS LIFE BUSINESS VOICES SCHOOLS SPORTS CALENDAR WEATHER

Home > Southern Denton County Local News



VISIONARY FINANCIAL GROUP  
Shelly R. Dodge

YOUR PATH TO A BETTER FINANCIAL FUTURE  
Click Here  
www.visionaryfinancialgroup.com



SOUTHERN DENTON COUNTY LOCAL NEWS

### DCTA seeking feedback on proposed on-demand service

By Mark Smith April 19, 2021

299 0

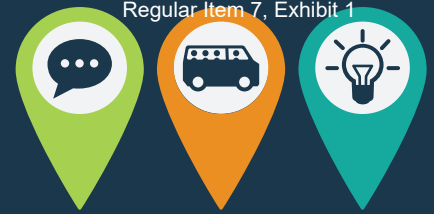


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

## MARCOM PROMOTION

Regular Item 7, Exhibit 1



## Social Media and Email Marketing

Staff strategically targeted subscribers of its email marketing system to send various email messages to educate key audiences of the public involvement process and need for feedback. In addition, social media (Facebook and Twitter) and native ads (Outbrain platform) have been implemented to drive traffic to DCTAfeedback.net.

**How to use DCTA's GoZone Interactive Service Map**

We're requesting public input for our proposed GoZone on-demand rideshare service that will replace most of our existing fixed route Connect Bus service and on-demand zones. There are many ways to provide your feedback, and one of those ways is through our interactive service map!

The interactive service map on [DCTAfeedback.net](https://DCTAfeedback.net) shows the borders of each zone and allows you to zoom in on specific areas within the map and leave targeted comments. You can leave a marker on the interactive service map explaining something you like, something you don't like, an idea or a suggestion or leave a general comment/question. All submitted comments are subject to moderation and must follow [Social Privacy's rules](#). The rules and consequences for breaking the rules can be found [here](#).

**Your Opinion Counts: Proposed Majority On-Demand Service**

We need your feedback on our proposed on-demand service plan! Recently, we conducted extensive research on how to enhance our services and the research concluded that an on-demand service model is the most advantageous service for both our passengers and agency overall.

We plan to take the final on-demand service plan to our board of directors on April 7. The proposed Via on-demand service will cover areas that are currently served by fixed route and on-demand zones. In some cases, the proposed service will extend beyond our current service structure.

Below are key highlights of how the new on-demand majority service structure will impact other DCTA services:

- **Connect Bus:** All fixed-route Denton and Lewisville Connect Bus routes will be replaced with Via on-demand service except for Denton Connect Routes 3 and 7.
- **Microtransit On-Demand Zones:** Lewisville's Lakeway On-Demand and the DCTC Evening On-Demand Zones will also be replaced with proposed Via on-demand service.
- **University of North Texas (UNT) Service:** UNT Campus Shuttles and Late-Night Lyft program will remain in place as those services are determined on a contract basis.
- **North Texas Express:** Route 54 will be removed and not replaced as part of the proposed plan.
- **Contract City Services:** All other non-member city services will remain in place.

Feedback will be collected from April 19 through June 25 in which you can provide feedback online and in-person. We're estimating to launch the proposed on-demand service on September 6. However, any modifications to our plan could delay the launch date.

Starting April 19, you can visit [DCTAfeedback.net](https://DCTAfeedback.net) to view the service plan, participate in online forums, download helpful resources and more.

[Read More ->](#)

**What Should On-Demand Transit Look Like in Denton County?**

On Monday, we launched our public involvement process requesting your feedback on GoZone, our proposed majority on-demand service. Public input during this time is critical as we strive to improve mobility and livability in the communities we serve.

GoZone is an on-demand rideshare service powered by Via that riders will be able to utilize for trips within, and sometimes between, designated zones in Denton County. This proposed on-demand service will utilize a mobile app where passengers can book their trips in real time. A fleet of dedicated vans will be used to pick up and drop off riders at virtual stops within the zones. GoZone will provide safe, convenient, accessible, and affordable rides with a limited wait time.

Below is how GoZone will affect a portion current DCTA services. View and download the comprehensive GoZone impacts to current DCTA service PDF at [DCTAfeedback.net](https://DCTAfeedback.net).

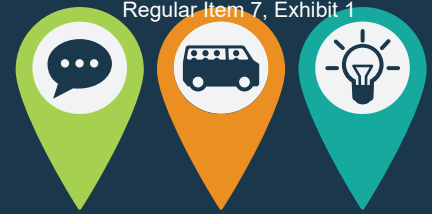




# ENGAGEMENT REPORT

## MARCOM PROMOTION

Regular Item 7, Exhibit 1



## Partner Mentions and Features

In addition to media relations, partner outreach was implemented and targeted towards DCTA's member cities, university partners, and local clubs and organizations to feature GoZone information in their respective publications.

### Inside TWU Student Newsletter



#### Provide input on DCTA's proposed GoZone service

(ARTICLE)



The Denton County Transportation Authority (DCTA) is requesting public feedback on the agency's proposed [GoZone on-demand rideshare service](#) that will replace most of the agency's fixed-route service. Earlier this month, DCTA's Board of Directors approved the proposed service plan from [Rust North Via](#), an on-demand service provider, and is now requesting input from the public.

#### What is GoZone?

GoZone is an on-demand rideshare service powered by Via that riders will be able to utilize for trips within, and sometimes between, designated zones in Denton County. This proposed on-demand service will utilize a mobile app where passengers can book their trips in real time. A fleet of dedicated vans will be used to pick up and drop off riders at virtual stops within the zones.

GoZone will provide safe, convenient, accessible, and affordable rides with a limited wait time.

With the proposed GoZone service, pick-up and drop-off points will multiply compared to existing fixed route service. So not only do the proposed GoZones cover more territory, but they also provide more virtual stops, which is a major convenience factor for users. Check out the "[How it Works](#)" link at [DCTAfeedback.net](#) to see each of the proposed zones in detail.

### Lewisville Horizon City Newsletter



#### Denton County Transportation Authority seeking feedback

Denton County Transportation Authority (DCTA) is requesting public feedback on the agency's proposed GoZone [on-demand rideshare service](#) that will replace most of the agency's fixed-route service bus service.

The proposed GoZone on-demand rideshare service will cover areas currently served by fixed route and on-demand zones. In some cases, the proposed service will extend beyond the current service area and hours.

Individuals can give feedback on DCTA's proposed GoZone service plan and fare promotion at [DCTAfeedback.net](#) and at in-person events through June 25.

### South West Transit Association Newsletter

#### DCTA Seeking Public Feedback on Proposed GoZone On-Demand Rideshare Service

Denton County Transportation Authority (DCTA) has started collecting feedback regarding its proposed network restructuring that would see the authority transition to a mostly on-demand service system and cease operation of the majority of its fixed-

### Denton County Judge Andy Eads Newsletter

#### In the News around Denton County



#### In Case You Missed It

News from and around Denton County via our local newspapers.

[Community Impact - DCTA seeks feedback for proposed on-demand service](#)  
[Star Local Media - Rent help available in Denton County](#)  
[The Cross Timbers Gazette - Vaccines now being brought to homebound residents](#)

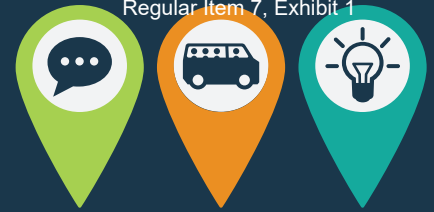


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

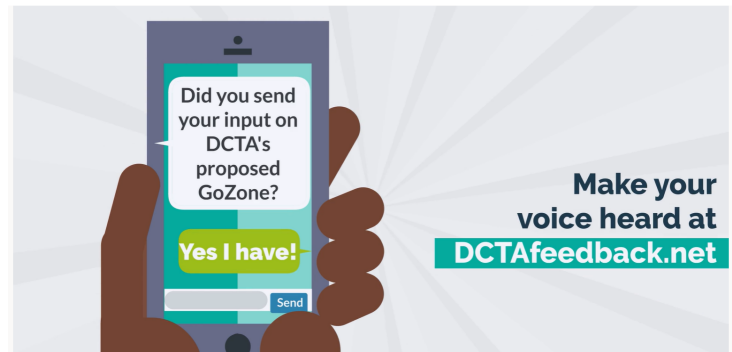
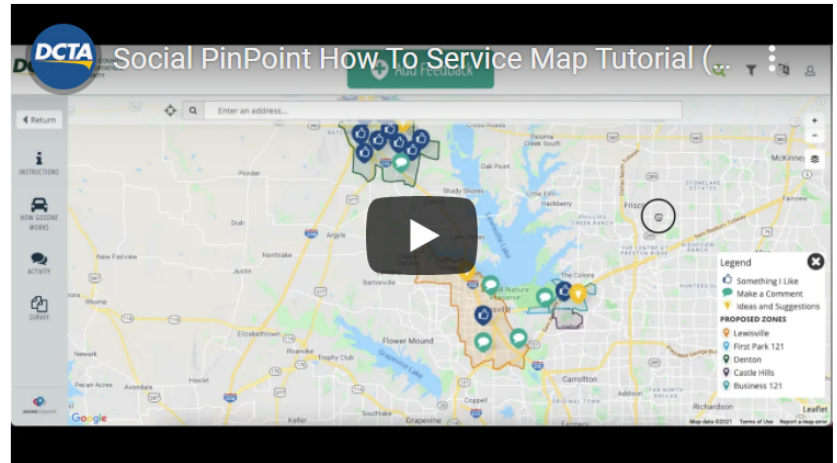
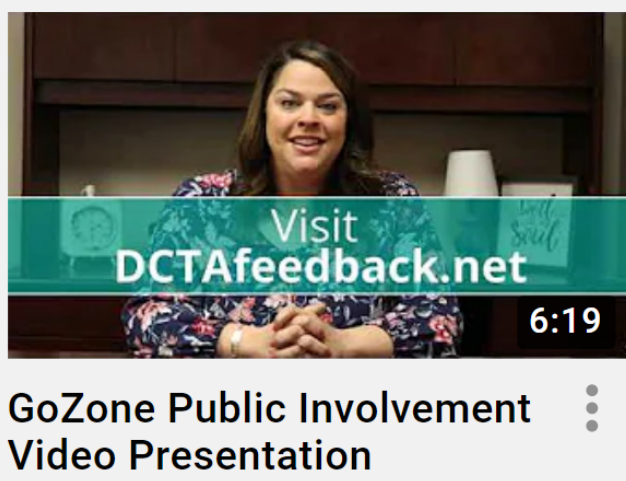
## MARCOM PROMOTION

Regular Item 7, Exhibit 1



## Video Production

Staff has created a suite of informational videos being used to promote the open public involvement period and providing how-tos for navigating DCTAfeedback.net.



DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

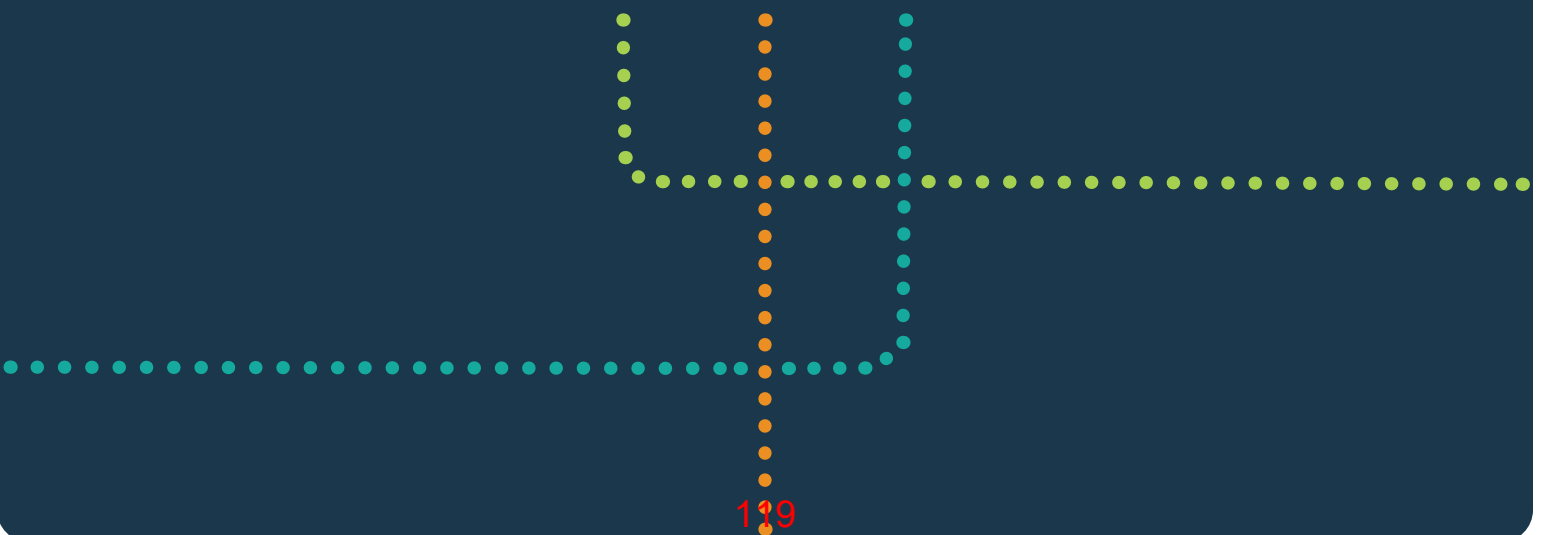


DENTON COUNTY  
TRANSPORTATION AUTHORITY

RideDCTA.net • 940.243.0077



HopOnBoardBlog.com • #RideDCTA





# Proposed GoZone Majority On-Demand Service Plan



## Overview of DCTAfeedback.net

Prepared by DCTA Marketing &  
Communications

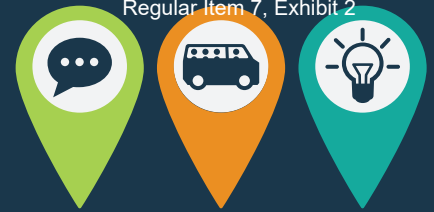


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

MICROSITE: DCTAFEEDBACK.NET

Regular Item 7, Exhibit 2



**7,798** TOTAL PAGE VISITS



**2,067** USERS VISITED SITE / **71** USERS ENGAGED



**46** TOTAL COMMENTS AND FEEDBACK



**55** SURVEY RESPONSES



**161** TOTAL DOCUMENT DOWNLOADS

## Social PinPoint Platform Overview (DCTAfeedback.net)

Social Pinpoint is a customizable, community engagement platform that features a variety of online engagement tools for companies and organizations to engage and collect citizen feedback from community members and stakeholders. DCTA is using Social Pinpoint to gather public feedback for the agency's proposed GoZone on-demand rideshare service. The entire site offers translation capability for those who speak any language.

### *Main Site Pages*

This is a one-stop shop microsite for the GoZone service plan and offers dedicated pages to walk visitors through the service on various pages including the How it Works page with a step-by-step narrative to educate viewers, the Events page which lists upcoming and past public events for people to see when and where they can speak with DCTA staff, and the Media Center page where news releases, articles and Hop on Board Blog posts are available.

### *Engagement Tools*

Online users can go to the Interactive Service Map and add a comment, view and download DCTA's promotional fare matrix and participate in the Fare Forum, and join the conversation on the Ideas Wall. Feedback can also be provided via the General GoZone Service Plan and Immediate Feedback online surveys.

### *Internal Response & Monitoring Process*

DCTA's Marketing and Communications department monitors all feedback received on Social PinPoint in real time. Responses are drafted, approved and posted back to the user within 24-48 hours.

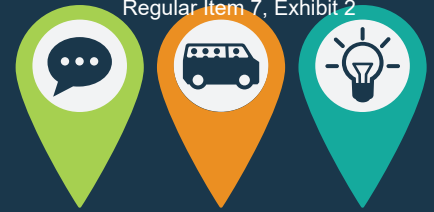


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

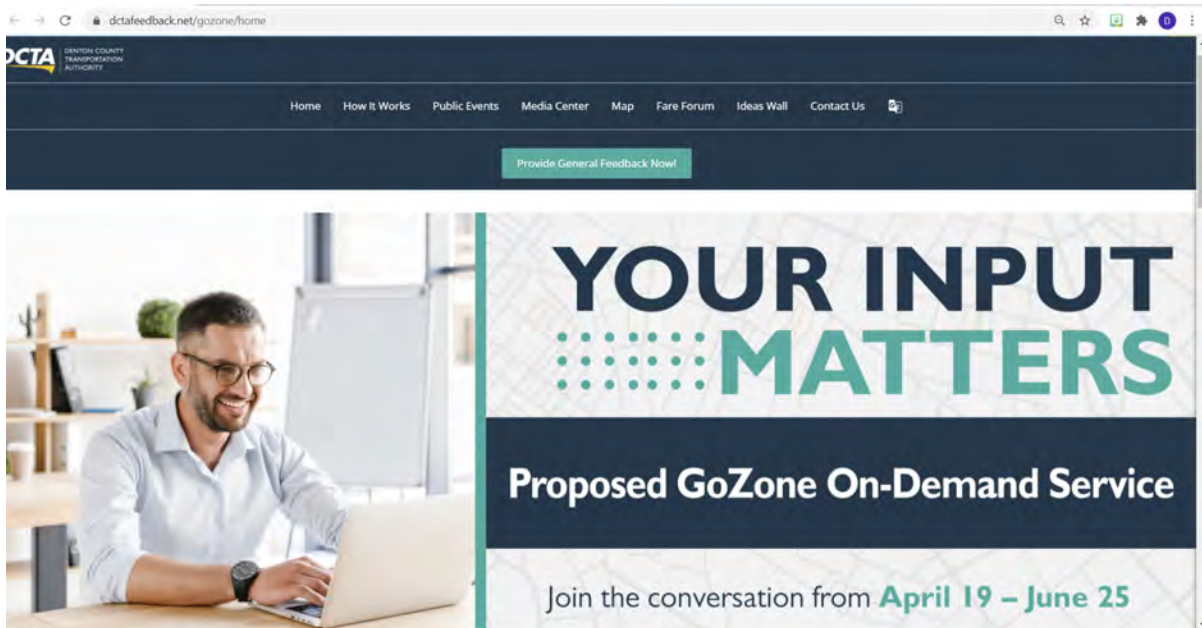
MICROSITE: DCTAFEEDBACK.NET

Regular Item 7, Exhibit 2



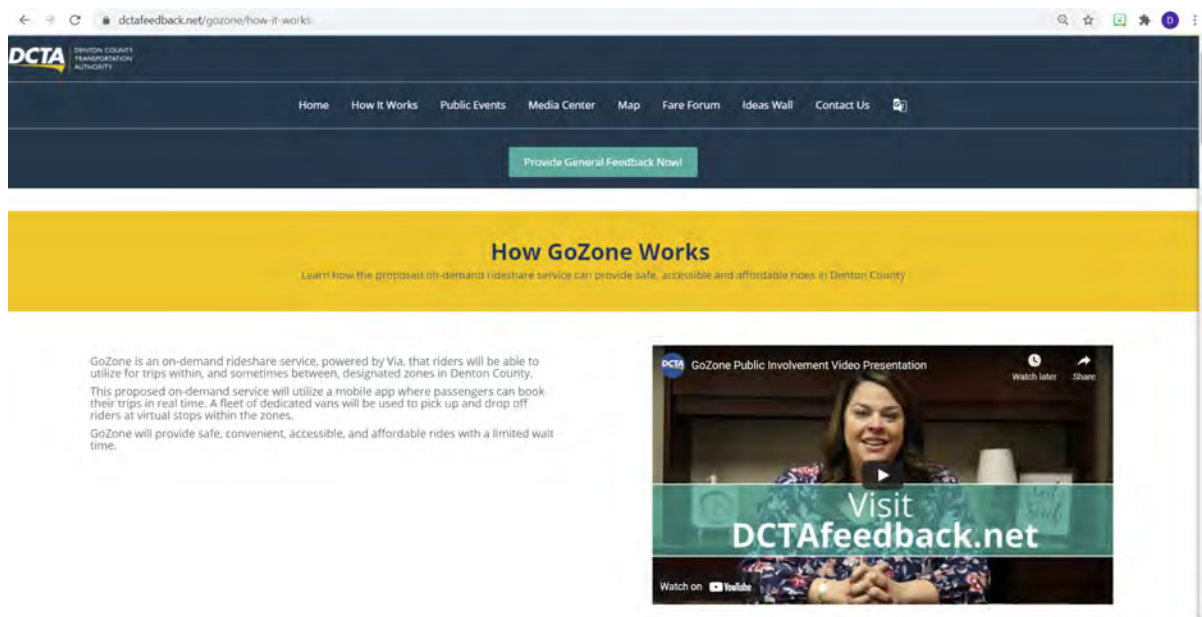
## Home Page

Landing page that features all engagement tools, main microsite pages, service planning phases and milestones and GoZone email sign up.



## How It Works

Includes GoZone service overview, passenger benefits, key service details, DCTA service impacts and FAQs

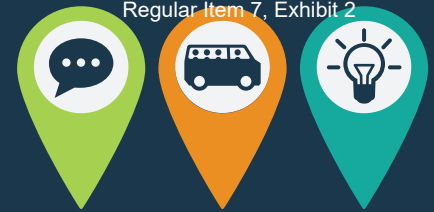


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

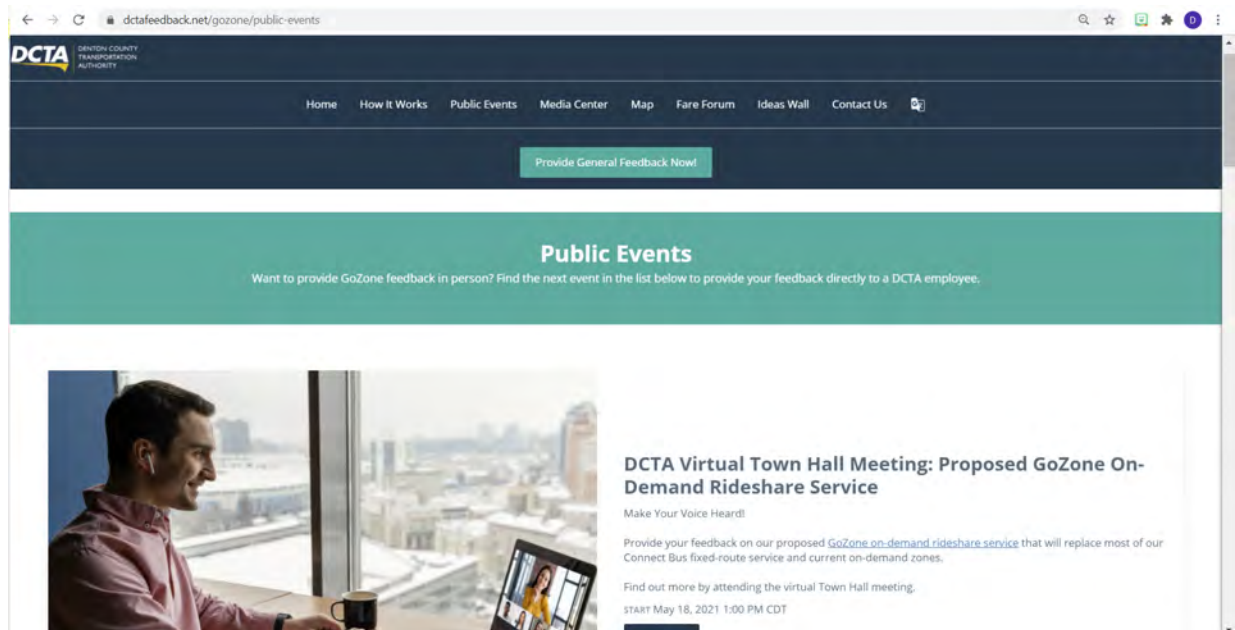
MICROSITE: DCTAFEEDBACK.NET

Regular Item 7, Exhibit 2



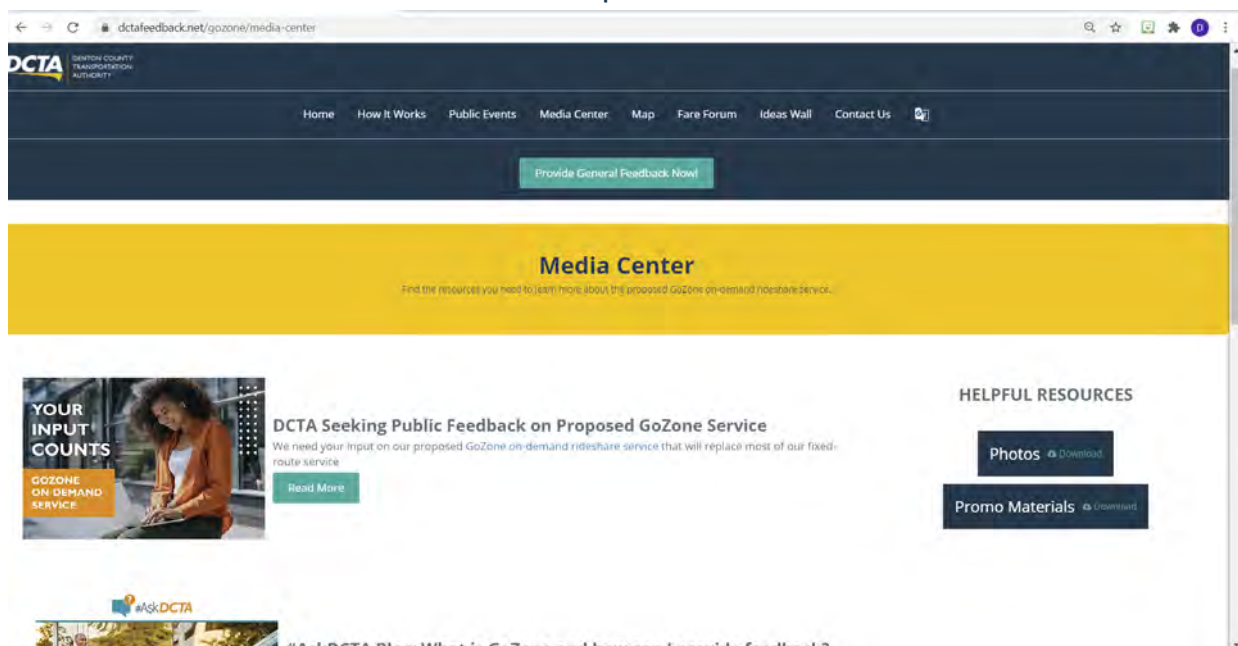
## Public Events

Lists DCTA in-person and "virtual" events to attend, learn about GoZone and provide feedback directly to agency staff members. Events are updated weekly.



## Media Center

View and download GoZone educational and promotional materials.  
New items are uploaded as available.

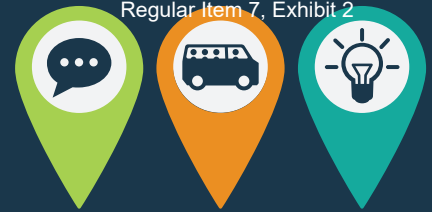


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

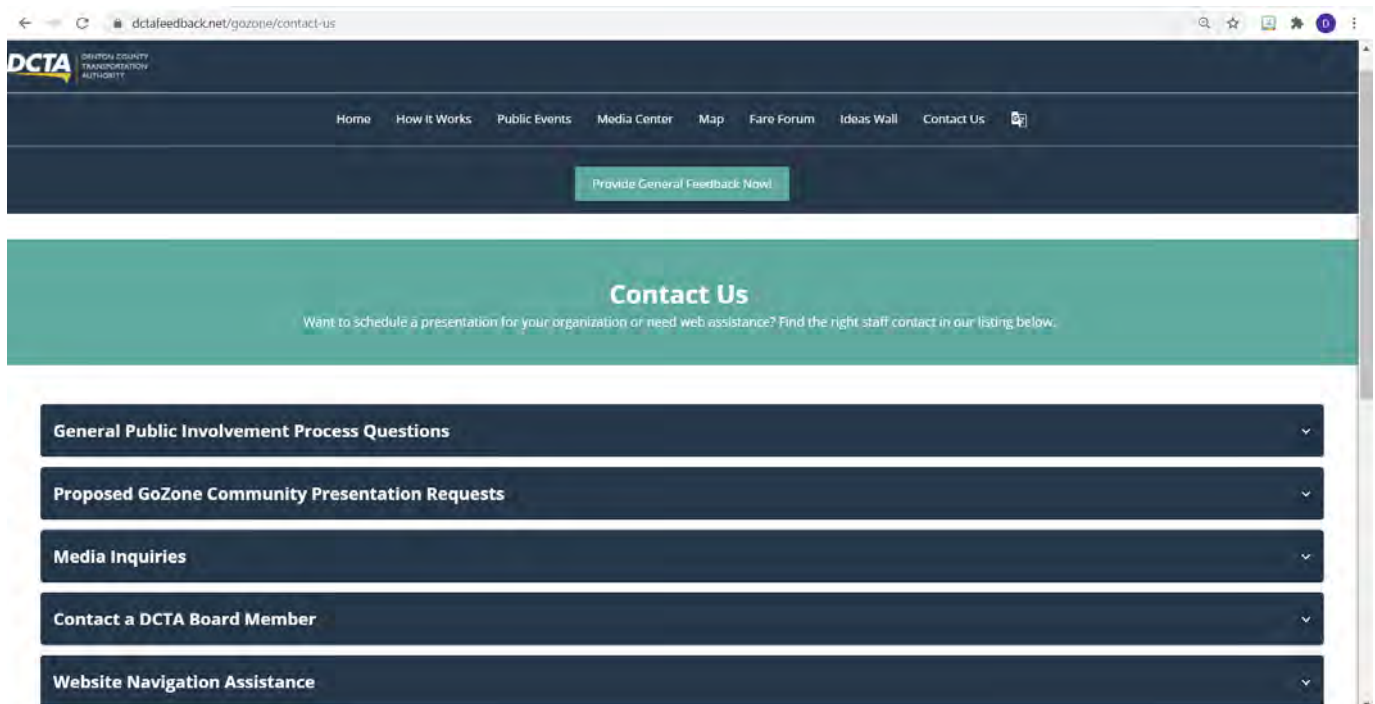
MICROSITE: DCTAFEEDBACK.NET

Regular Item 7, Exhibit 2



## Contact Us

Directory listing of key DCTA staff contact information



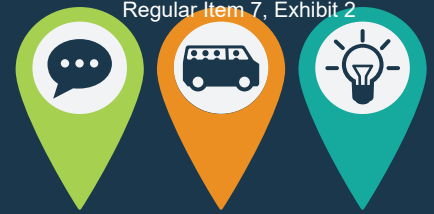
DENTON COUNTY  
TRANSPORTATION  
AUTHORITY



# ENGAGEMENT REPORT

MICROSITE: [DCTAFEDBACK.NET](https://DCTAFEDBACK.NET)

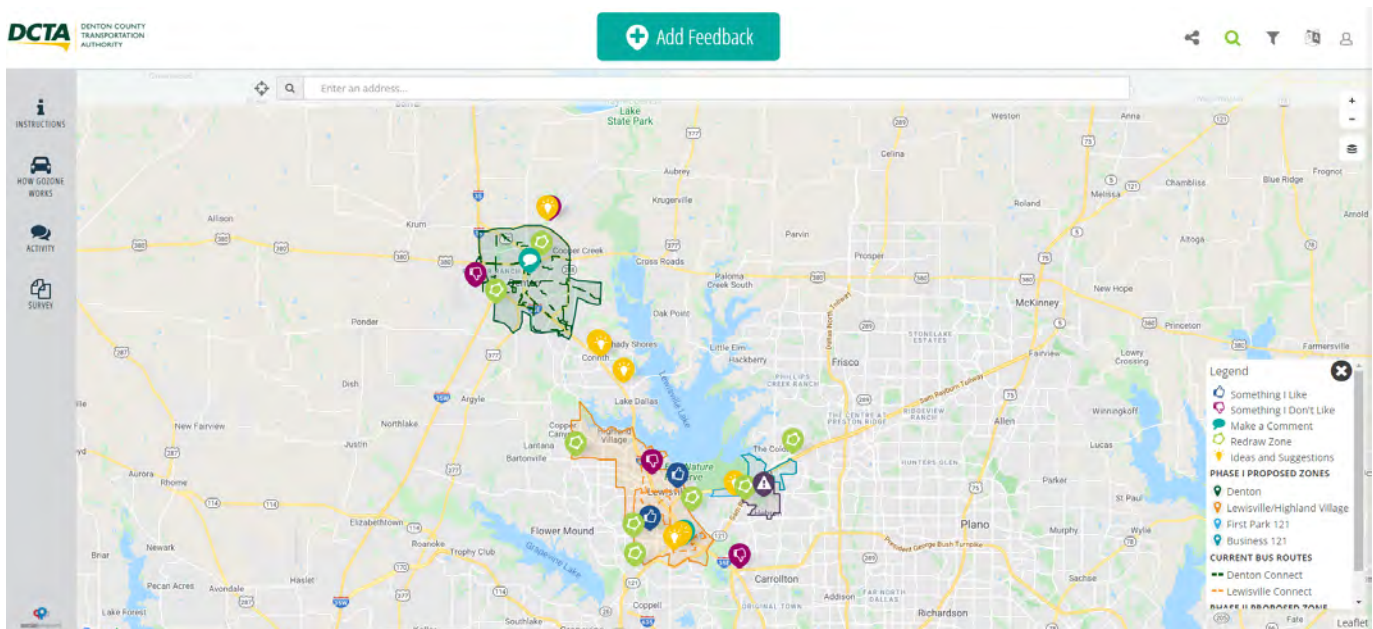
Regular Item 7, Exhibit 2



## INTERACTIVE SERVICE MAP

The interactive service map showcases the proposed GoZone map and designated zones for the Phase I and Phase II launch. Online users can view the map legend to see all the GoZone service zones and how current Denton and Lewisville Connect Bus route service areas compare. In addition, the map has a zoom-in functionality so people can click on specific areas within the map and leave targeted comments. Users can leave a marker on the interactive service map explaining something they like, something they don't like, an idea or a suggestion or leave a general comment/question.

The left-side menu of the map features instructions on how to utilize the interactive service map, GoZone service information, comment activity and a “General Service Plan” survey.

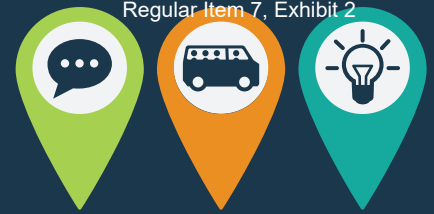


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

MICROSITE: DCTAFEEDBACK.NET

Regular Item 7, Exhibit 2



## Promotional Fare Forum & Survey

This portion of the microsite is where online users can learn about and download DCTA's six-month GoZone fare promotion. In addition, users can take the quick fare survey. Similar to the Ideas Wall, the Promotional Fare Forum also has a comment section where online users can add their thoughts about the promotional fare and reply to other user comments.

**DCTA** DENTON COUNTY TRANSPORTATION AUTHORITY

Home How It Works Public Events Media Center Map Fare Forum Ideas Wall Contact Us

[Provide General Feedback Now!](#)

### GoZone Promotional Fare Forum & Survey

#### Promotional Fare Matrix [View the GoZone fare structure](#) [Download](#)

[Join the conversation about our proposed GoZone fare promotion!](#)

#### The Inside Scoop on Fares

For the first six months of GoZone service, DCTA's fare structure will be slightly modified to accommodate the removal of Connect Bus fixed route service and existing on-demand zones, and the addition of GoZone one-ride credits (based on the purchased ticket type).

The GoZone fare promotion will address all ticket types sold by DCTA. A passenger must have an account on the new mobile app in order to receive GoZone one-way credits. After six months, DCTA staff and the board of directors will re-evaluate the fare system and make changes if needed.

[Facebook](#) [Twitter](#) [LinkedIn](#) [Email](#)

Your comment:

100 characters left

[ahamilton@dcta.net](#)

☐ Agree to terms and conditions [Submit](#)

#### Fare Structure Survey

What would be the maximum amount you would reasonably pay for a GoZone ride?

☐ \$1.00 ☐ \$1.50 ☐ \$2.00 ☐ \$3.00

Do you have the ability to access smart phone apps to plan travel and purchase transit passes?

☐ Yes ☐ No [Clear](#)

Are you willing to pay a little extra for transit service which has more flexibility in pick-up location, takes you closer to your destination and involves less waiting?

☐ Yes ☐ No

If you are a current rider, what type of pass do you typically purchase?

Check all that apply

☐ Local AM/PM Pass ☐ Local AM/PM Pass (Reduced) ☐ Local Day Pass ☐ Local Day Pass (Reduced) ☐ 7-Day Local Pass Book ☐ 10-Pack of Local Day Passes ☐ Local Monthly Pass ☐ Local Monthly Pass (Reduced) ☐ Local Annual Pass ☐ Local Annual Pass (Reduced) ☐ Regional Day Pass ☐ Regional Day Pass (Reduced) ☐ Regional Monthly Pass ☐ Regional Monthly Pass Reduced ☐ Access One-Way Trip ☐ Access 10-Ride Book ☐ Other (describe)

Email

[ahamilton@dcta.net](#)

☐ Agree to terms and conditions [Submit](#)

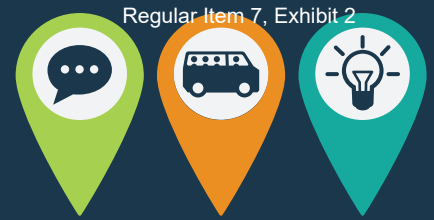


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY



# ENGAGEMENT REPORT

## MICROSITE: DCTAFEEDBACK.NET



Regular Item 7, Exhibit 2

## IDEAS WALL

This “online sticky note whiteboard” allows users to create a comment card to leave their feedback for the various topics featured and respond to other user’s comments. The main GoZone topics users can provide feedback on include: Accessibility, Service Functionality, Phase I Launch, and Phase II Launch and Other Ideas. The left-side menu features instructions on how to utilize the ideas wall, GoZone service information, phased launch approach and general survey.

What do you think about the GoZone Phase II launch?

Phase II launch includes Castle Hill service and updated Access service (early January 2022) and weekday late-night service hours extension (summer 2022).

Comment \* (Required)

First Name  
Adrienne

Last Name  
Last Name

Zip code  
Zip code

Attach an optional photo  
Supports png, jpg/jpeg, gif and heic

Leave your comment here

Email \* (Required)  
ahamilton@dcta.net

☐ I agree my comment will be used as indicated in the terms and conditions

Cancel Add Comment

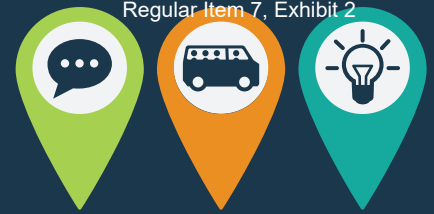


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

MICROSITE: DCTAFEEDBACK.NET

Regular Item 7, Exhibit 2



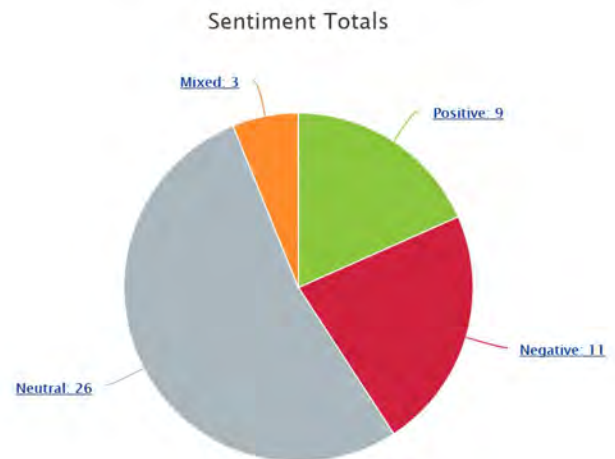
## Response Sentiment Analysis, Categories, Tags and Popularity

Social PinPoint has a robust live reporting dashboard in which DCTA is able to track feedback data in real time and download in various formats for reporting needs. Below is a sampling of data reports available. Detailed reports on all DCTAfeedback.net pages and surveys will be provided in the final recap report.

**Sentiment Analysis** breakdowns the various auto-sentiment tags (positive, negative, neutral, mixed) for comments left on the Interactive Service Map and Ideas Wall.

Key response sentiment findings included:

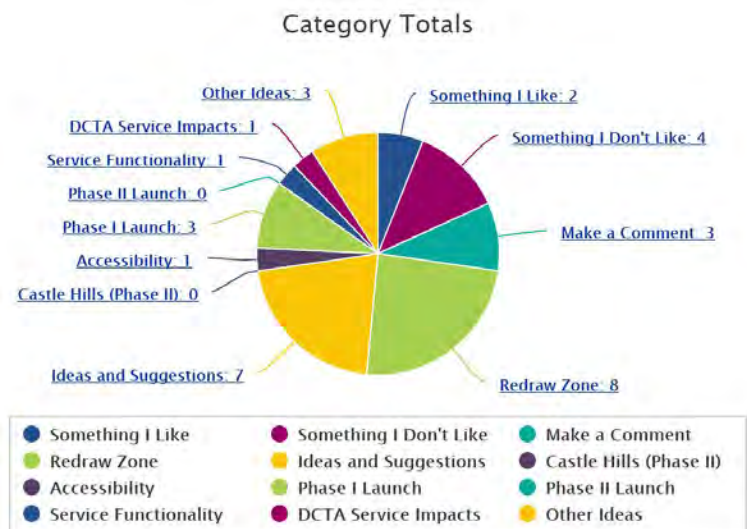
- **53% Neutral** (26 responses)
- **23% Negative** (11 responses)
- **18% Positive** (9 responses)
- **6% Mixed** (3 responses)



**Category Totals** represents the comment "marker" types online users chose to leave feedback for the Interactive Service Map and Ideas Wall.

The top five "marker" types used were:

1. Redraw Zone (interactive map)
2. Ideas and Suggestions (interactive map)
3. Something I Don't Like (interactive map)
4. Make a Comment (interactive map) and
5. Other Ideas (ideas wall)
6. Something I Like (interactive service map)

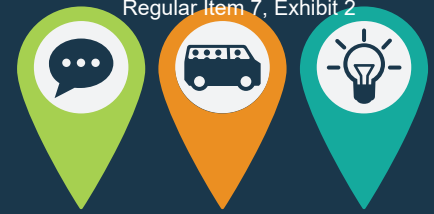


DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

# ENGAGEMENT REPORT

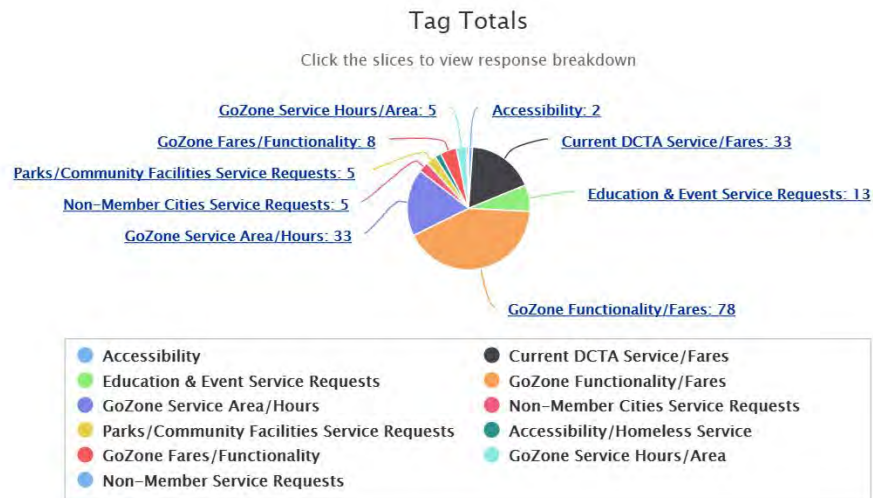
MICROSITE: [DCTAFEEDBACK.NET](https://DCTAFEEDBACK.NET)

Regular Item 7, Exhibit 2



## Response Sentiment Analysis, Categories, Tags and Popularity

**Tag Totals** are applied to user responses to group them together by common topics and/or themes.



**Popular Comments** are included below for both the Interactive Service Map and Ideas Wall.



### Something I Don't Like

It would be great if the skate park and water park were included. It is currently difficult for people to get to this area as either pedestrians or via public transit.

Apr 19, 2021 11:50 AM -05:00 | Like (13) Dislike (0)



### Ideas and Suggestions

Add an A-Train stop in Corinth

Apr 22, 2021 9:57 PM -05:00 | Like (9) Dislike (0)



### Ideas and Suggestions

Please extend the boundary to include the waterworks park, the athletic complex, and the natatorium!

Apr 20, 2021 8:59 AM -05:00 | Like (7) Dislike (0)



### Redraw Zone

Please do not cut out such a large portion of Lewisville. I see my neighbors using Uber/Lyft all the time. We want ride sharing. To exclude us is arbitrary and wrong.

Apr 19, 2021 1:57 PM -05:00 | Like (7) Dislike (2)



DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

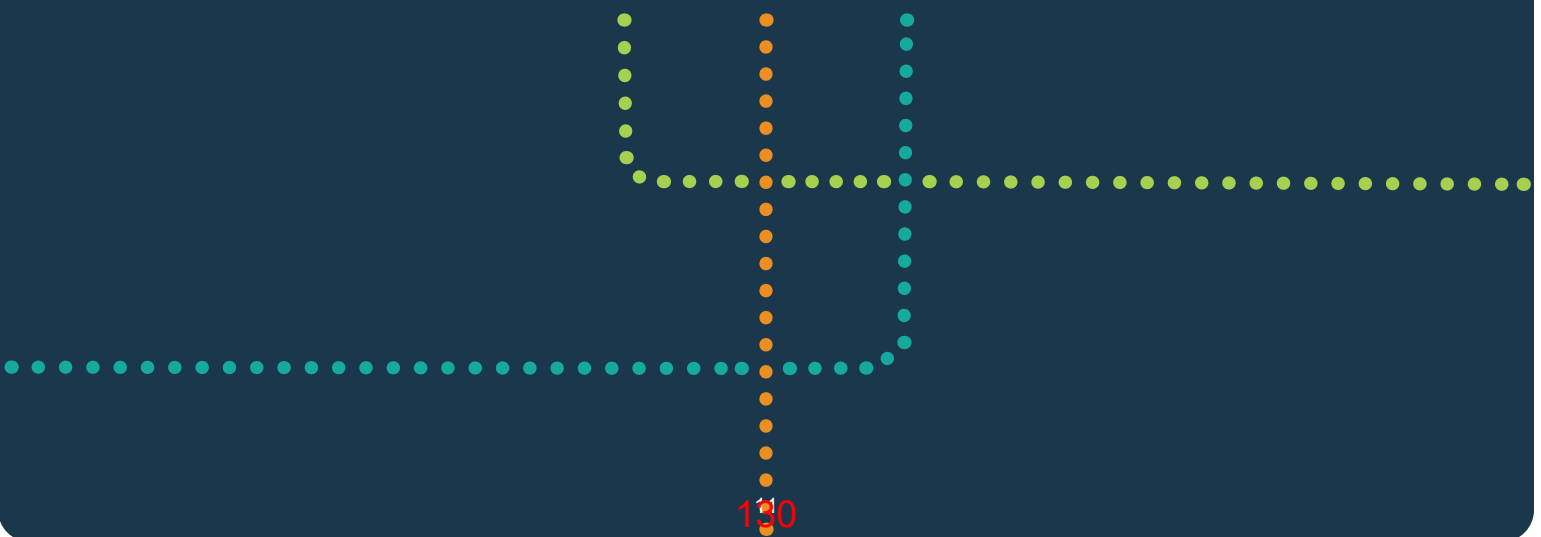


DENTON COUNTY  
TRANSPORTATION AUTHORITY

RideDCTA.net • 940.243.0077



HopOnBoardBlog.com • #RideDCTA



## Board of Directors Memo

May 27, 2021

SUBJECT: Discuss and Provide Direction on Future Meetings as it Relates to In-Person and Virtual

### Recommendation

Staff is seeking feedback from the Board relating to the timing of resuming in-person DCTA Board meetings.

### Background

In March 2020, to mitigate the spread of COVID-19, Governor Abbott granted the Office of the Attorney General's request for suspension of certain open-meeting statutes allowing for telephonic or video conference meetings of governmental bodies. This provision allowed for continued government operations and transparency while reducing face-to-face contact.

In accordance with Section 418.016 of the Texas Government Code, Governor Abbott suspended various provisions that require government officials and members of the public to be physically present at a specified meeting location. However, the temporary suspension would leave specific open-meeting protections in place:

- Members of the public will be entitled to participate and address the governmental body during telephonic or video conferencing meetings.
- To hold a telephonic or video conferencing meeting, a governmental body must post a written notice that gives the public a way to participate remotely to include an electronic copy of any agenda packet for consideration.
- A governmental body must provide the public with access to a recording of any telephonic or video conference meeting.

In an effort to conduct business, maintain transparency, and be in compliance with the state laws and recommendations of the Centers for Disease Control (CDC), the Denton County Transportation Authority (DCTA) held its first Board of Directors Meeting via video conference on March 26, 2020.

On March 2, 2021, Governor Abbott issued an Executive Order (GA-34) lifting the face mask mandate in Texas and increasing capacity of all businesses and facilities in the state to 100 percent noting the state surplus of personal protective equipment, the ability to perform over 100,000 COVID-19 tests daily, and the investment in a variety of anti-body therapeutic drugs reducing the hospitalization rates.

On May 16, 2021, the CDC issued guidelines for those who have been fully vaccinated specifically noting those who are fully vaccinated can resume normal activities without wearing a mask or physically distancing (except where required by federal, state, local, tribal or territorial laws, rules and regulations, including local business and workplace guidance).

On May 18, 2021, Governor Abbott issued an Executive Order (GA-36) prohibiting government entities from mandating masks. As of May 21, local governments or officials attempting to impose a mask mandate would be subject to a fine of up to \$1,000. DCTA legal counsel confirmed the federal mask mandate is still applicable to passengers, employees and contractors on buses, trains and at transit stops, stations and hubs. The Governor's new Executive Order now prohibits DCTA from mandating masks for employees, contractors and the public at operations and maintenance facilities and administrative offices.

### Previous Board Activity & Action

There has been no previous board activity or action after March 2020 regarding in-person or video conferencing meetings.





**Identified Need**

Staff is seeking direction and preferred timing from the Board relating to returning to in-person meetings.

**Financial Impact**

New A/V equipment would result in a non-budgeted expense.

**Exhibits**

N/A

Submitted By:

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

Kristina Holcomb, Deputy CEO



## Board of Directors Memo

May 27, 2021

SUBJECT: Monthly Sales Tax Receipts

### Background

Sales tax represents the single largest source of revenue for DCTA at 49.54% for the Fiscal Year 2021 budget. The annual sales tax budget for FY21 is \$26,624,124. 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 May, receipts were favorable compared to budget.

- Sales tax for sales generated in the month of March and received in May was \$3,369,140.
- This represents an increase of 35.65% or \$885,464 compared to budget for the month.
- Compared to the same month last year, sales tax receipts are \$865,866 or 34.59% higher.
- Member city collections for the month compared to prior year are as follows:
  - City of Lewisville up 32.76%
  - City of Denton up 39.74%
  - City of Highland Village up 35.32%

### Previous Board Activity & Action

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

### Identified Need

Provides the Board of Directors a monthly status on sales tax collections.

### Financial Impact

This item is included for informational purposes only; there is no financial impact associated with this informational item.

### Recommendation

This item is presented for informational purposes only. No action is required.

### Exhibits

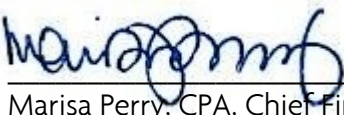
Exhibit 1: FY21 Monthly Sales Tax Report

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



Amanda Riddle, Senior Manager of Budget

Final Review: \_\_\_\_\_



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

Approval: \_\_\_\_\_

Raymond Suarez, Chief Executive Officer

## DENTON COUNTY TRANSPORTATION AUTHORITY

SALES TAX REPORT  
BUDGET TO ACTUAL AND PREVIOUS YEAR COMPARISON

Sales Generated in Month of:	Received in Month of:	2020-2021 Adopted Budget	2020-2021 Year Actual	Variance Actual to Original Budget	CY Actual to CY Original Budget % Variance <sup>(A)</sup>	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 1,723,286	\$ 2,944,573	\$ 1,221,287	70.87%	\$ 2,329,419	\$ 615,154	26.41%
November	January	\$ 1,712,280	\$ 2,617,881	\$ 905,601	52.89%	\$ 2,188,220	\$ 429,661	19.64%
December	February	\$ 2,124,605	\$ 3,356,939	\$ 1,232,334	58.00%	\$ 3,191,714	\$ 165,225	5.18%
January	March	\$ 2,069,351	\$ 2,296,659	\$ 227,308	10.98%	\$ 2,268,362	\$ 28,297	1.25%
February	April	\$ 2,022,897	\$ 2,080,957	\$ 58,060	2.87%	\$ 2,114,448	\$ (33,491)	-1.58%
March	May	\$ 2,483,676	\$ 3,369,140	\$ 885,464	35.65%	\$ 2,503,274	\$ 865,866	34.59%
April	June	\$ 2,492,462				\$ 2,185,555		
May	July	\$ 2,193,143				\$ 2,400,743		
June	August	\$ 2,586,198				\$ 2,819,430		
July	September	\$ 2,183,351				\$ 2,412,772		
August	October	\$ 2,399,699				\$ 2,511,707		
September	November	\$ 2,633,176				\$ 2,910,752		
YTD TOTAL		\$ 12,136,095	\$ 16,666,149	\$ 4,530,054	37.33%	\$ 14,595,437	\$ 2,070,712	14.19%
FISCAL YEAR TOTAL		\$ 26,624,124				\$ 29,836,396		

<sup>(A)</sup> Formula: YTD Variance Actual to Original Budget / YTD Original Budget

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department

Prepared By: Denton County Transportation Authority Finance Department

May 14, 2021

# 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:	2019-2020 Year Actual	2020-2021 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance	Sales Generated in Month of:	Received in Month of:	2019-2020 Year Actual	2020-2021 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,282,870	\$ 3,348,633	\$ 65,763	2.00%	October	December	\$ 357,488	\$ 341,390	\$ (16,099)	-4.50%
November	January	\$ 2,904,782	\$ 3,755,579	\$ 850,797	29.29%	November	January	\$ 356,224	\$ 354,573	\$ (1,651)	-0.46%
December	February	\$ 4,407,090	\$ 4,903,701	\$ 496,610	11.27%	December	February	\$ 521,121	\$ 503,020	\$ (18,101)	-3.47%
January	March	\$ 3,148,942	\$ 3,072,003	\$ (76,939)	-2.44%	January	March	\$ 338,734	\$ 320,412	\$ (18,322)	-5.41%
February	April	\$ 2,987,194	\$ 2,971,403	\$ (15,791)	-0.53%	February	April	\$ 262,811	\$ 288,219	\$ 25,408	9.67%
March	May	\$ 3,733,423	\$ 4,956,466	\$ 1,223,043	32.76%	March	May	\$ 322,245	\$ 436,049	\$ 113,804	35.32%
April	June	\$ 3,294,690				April	June	\$ 267,280			
May	July	\$ 3,399,328				May	July	\$ 311,278			
June	August	\$ 4,039,429				June	August	\$ 394,759			
July	September	\$ 3,032,247				July	September	\$ 303,996			
August	October	\$ 3,509,227				August	October	\$ 304,285			
September	November	\$ 4,164,883				September	November	\$ 404,670			
YTD TOTAL		\$ 20,464,301	\$ 23,007,783	\$ 2,543,482	12.43%	YTD TOTAL		\$ 2,158,623	\$ 2,243,662	\$ 85,039	3.94%
FISCAL YEAR TOTAL		\$ 41,904,104				FISCAL YEAR TOTAL		\$ 4,144,890			

CITY OF DENTON					
Sales Generated in Month of:	Received in Month of:	2019-2020 Year Actual	2020-2021 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 2,887,178	\$ 3,174,573	\$ 287,396	9.95%
November	January	\$ 2,911,334	\$ 3,050,388	\$ 139,054	4.78%
December	February	\$ 4,230,616	\$ 4,149,443	\$ (81,173)	-1.92%
January	March	\$ 2,902,937	\$ 3,086,526	\$ 183,589	6.32%
February	April	\$ 2,571,667	\$ 2,606,494	\$ 34,827	1.35%
March	May	\$ 3,061,108	\$ 4,277,512	\$ 1,216,404	39.74%
April	June	\$ 2,521,781			
May	July	\$ 2,878,630			
June	August	\$ 3,555,689			
July	September	\$ 2,999,523			
August	October	\$ 3,167,204			
September	November	\$ 3,710,560			
YTD TOTAL		\$ 18,564,840	\$ 20,344,936	\$ 1,780,096	9.59%
FISCAL YEAR TOTAL		\$ 37,398,228			

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department  
Prepared By: Denton County Transportation Authority Finance Department  
May 14, 2021

**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%	\$ 28,128,619	\$ 22,014,759	27.77%	\$ 115,721,474	\$ 114,085,411	1.43%
Corpus Christi MTA	0.50%	\$ 3,747,604	\$ 2,856,393	31.20%	\$ 14,469,100	\$ 14,165,056	2.14%
Dallas MTA	1.00%	\$ 61,406,198	\$ 51,280,694	19.74%	\$ 270,299,817	\$ 268,765,089	0.57%
Denton CTA	0.50%	\$ 3,369,140	\$ 2,503,274	34.58%	\$ 13,721,576	\$ 12,266,019	11.86%
El Paso CTD	0.50%	\$ 5,386,803	\$ 3,962,814	35.93%	\$ 22,485,200	\$ 20,814,448	8.02%
Fort Worth MTA	0.50%	\$ 8,772,174	\$ 6,880,522	27.49%	\$ 36,498,999	\$ 34,581,121	5.54%
Houston MTA	1.00%	\$ 80,065,877	\$ 64,997,312	23.18%	\$ 338,191,521	\$ 334,164,458	1.20%
Laredo CTD	0.25%	\$ 969,433	\$ 675,574	43.49%	\$ 3,889,121	\$ 3,589,837	8.33%
San Antonio ATD	0.25%	\$ 8,142,422	\$ 6,068,409	34.17%	\$ 32,232,299	\$ 30,202,795	6.71%
San Antonio MTA	0.50%	\$ 17,876,889	\$ 13,400,508	33.40%	\$ 71,237,366	\$ 67,365,237	5.74%
<b>TOTALS</b>		<b>\$ 217,865,159</b>	<b>\$ 174,640,260</b>	<b>24.75%</b>	<b>\$ 918,746,472</b>	<b>\$ 899,999,471</b>	<b>2.08%</b>

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department  
 Prepared By: Denton County Transportation Authority Finance Department  
 May 14, 2021

## Board of Directors Memo

May 27, 2021

SUBJECT: Monthly Mobility-as-a-Service Update

### Background

A Request for Proposals (RFP) was released on January 16, 2019 for Mobility as a Service (MaaS). Firms were invited to submit proposals (for both federal and non-federal funding project categories) to provide innovative mobility service to DCTA member cities, 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). \$36,616.44 has been paid through April 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. Staff is working with Via to finalize the Task Order. No expenses have been paid through April 2021.

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.

DCTA is seeking responses from qualified vendors to provide services effective January 1, 2022. This on-demand program will replace the taxi program currently operating in the MUTD service area. Staff plans to brief the Board at the August meeting and seek approval at the September meeting. The three entities are working on an interlocal agreement to outline responsibilities for each agency, and it is anticipated staff will present the ILA to the Board in late summer. No expenses have been paid through April 2021.

**Identified Need**

Provides the Board of Directors a monthly status on Mobility-as-a-Services contracts

**Financial Impact**

This item is included for informational purposes only; there is no financial impact associated with this item.

**Recommendation**

For information only. No action required.

**Exhibits**

N/A

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



Athena Forrester, AVP of Regulatory Compliance

Final Review: \_\_\_\_\_



Marisa Perry, CPA, CFO/VP of Finance

Approval: \_\_\_\_\_

Raymond Suarez, CEO





## Board of Directors Memo

May 27, 2021

SUBJECT: Budget Information

### Background

The DCTA budget is prepared months in advance of the start of the October 1 fiscal year and not all expenses can be anticipated at the time of the budget preparation. Therefore, during the fiscal year, it may become necessary to reforecast the annual expenses and complete transfers between budget categories and/or departments based on changing needs of the agency. Revising the budget for material changes will provide a better forecasting and management tool for the Board and DCTA staff for future periods.

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

### Previous Board Activity & Action

The FY21 budget was originally adopted on September 24, 2020.

### Identified Need

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

### Financial Impact

There is no financial impact to the budget.

### Recommendation

For information only. No action is required.

### Exhibits

N/A

Submitted By:

Amanda Riddle, Senior Manager of Budget

Final Review:

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

Approval:

Raymond Suarez, Chief Executive Officer

## Board of Directors Memo

May 27, 2021

SUBJECT: Ridership Trend Report

### Background

Beginning in March 2020, DCTA staff began a series of special COVID-related ridership tabulations to gain a better understanding of the ridership impacts associated with the pandemic and ensuing service changes. Exhibits 1-4 provide an overview of total monthly ridership trends across all DCTA services--comparing FY19 against FY20 and FY21 and their COVID associated impacts.

The summary table below reveals that bus trips in April decreased by about 18 percent from March levels. April A-train boardings decreased by approximately 8 percent over the same period. These declines are largely attributed to fewer spring semester activities due to the concluding semester, fewer UNT days of service, and missed bus trips associated with increased call outs during the month of April. Exhibits 1-4 graphically depict monthly ridership levels for all DCTA modes since FY 2019.

Unlinked Passenger Trips

Mode	2020				2021			Sep-Apr % Change	Mar-Apr % Change
	September	October	November	December	February	March	April		
Bus	54,773	54,725	42,194	18,149	39,184	57,124	46,540	-15.0%	-18.5%
A-train	8,206	9,018	7,819	7,564	5,745	10,020	9,160	11.6%	-8.6%
Access	1,229	1,214	1,041	1,166	1,023	1,617	1,541	25.4%	-4.7%
On-Demand	663	707	640	584	435	656	666	0.5%	1.5%

S:\STRATEGIC PLANNING\ServicePlaningSupport\Trend Analysis\ITEM2\_Materials4May27\[A-trainCOVIDTrend\_051121.xlsx]Sheet1

Average monthly A-train passenger trips during the March 2020 - April 2021 COVID-impacted months remain about 74 percent less than prior pre-COVID monthly averages. Exhibit 5 shows A-train ridership trends before and during the COVID-19 pandemic.

	Average Monthly Boardings	% Change
Average Monthly A-train Ridership Pre-COVID (March '19-December '19)	32,340	
Average Monthly A-train Ridership (March '20-April '21)	8,361	-74.1%

S:\STRATEGIC PLANNING\ServicePlaningSupport\Trend Analysis\ITEM2\_Materials4May27\[A-trainCOVIDTrend\_051121.xlsx]Sheet1

### Exhibits

Exhibit 1: FY19, FY20, & FY21 Total Monthly Ridership – Rail

Exhibit 2: FY19, FY20, & FY21 Total Monthly Ridership – Bus

Exhibit 3: FY19, FY20, & FY21 Total Monthly Ridership – Access

Exhibit 4: FY19, FY20, & FY21 Total Monthly Ridership – On-Demand

Exhibit 5: A-train Ridership Pre- and During COVID-19 Comparison

Exhibit 6: Monthly A-train Ridership Trend March 2020-April 2021



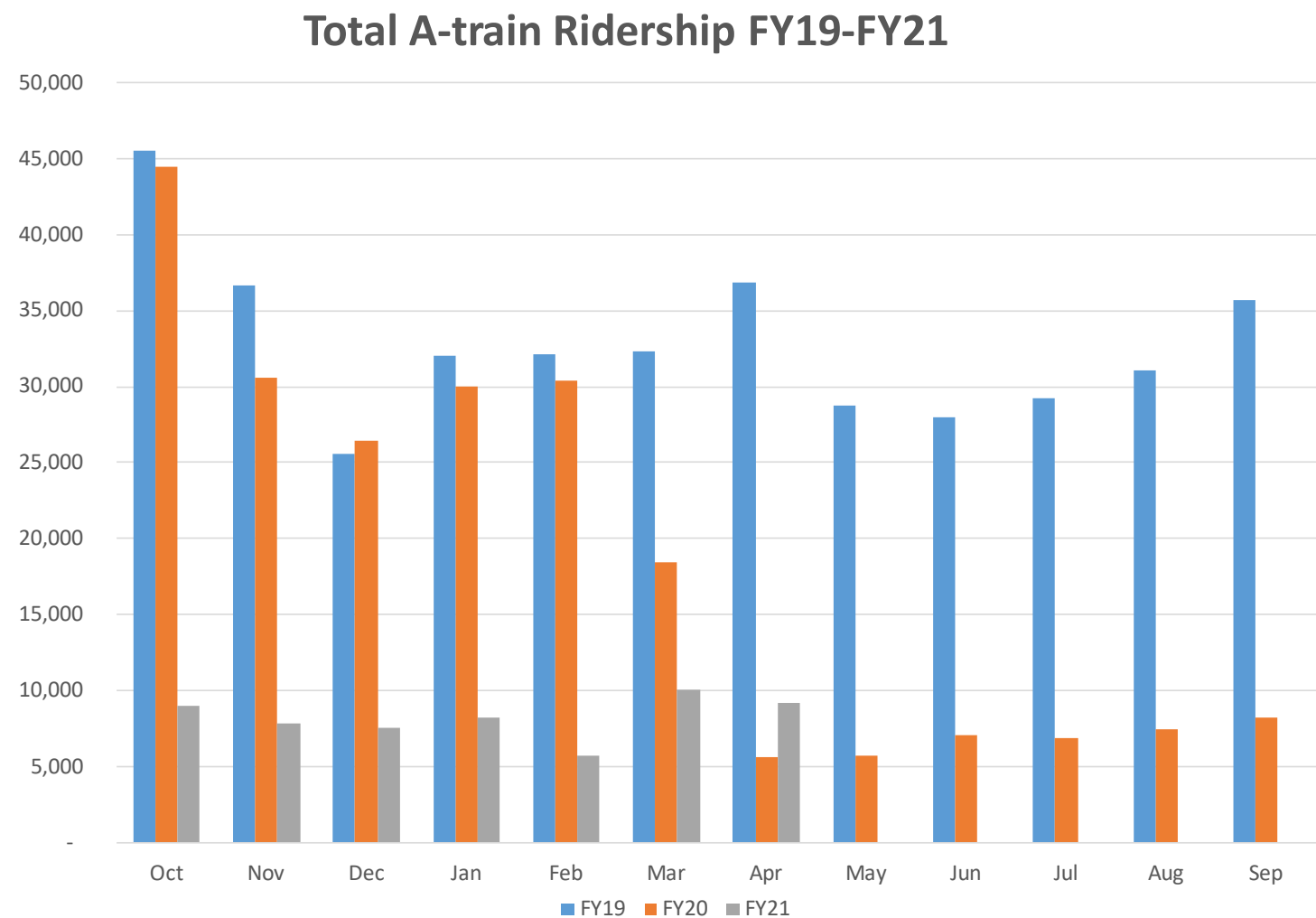
Submitted By: \_\_\_\_\_  
Tim Palermo, Planning & Data Analytics Manager



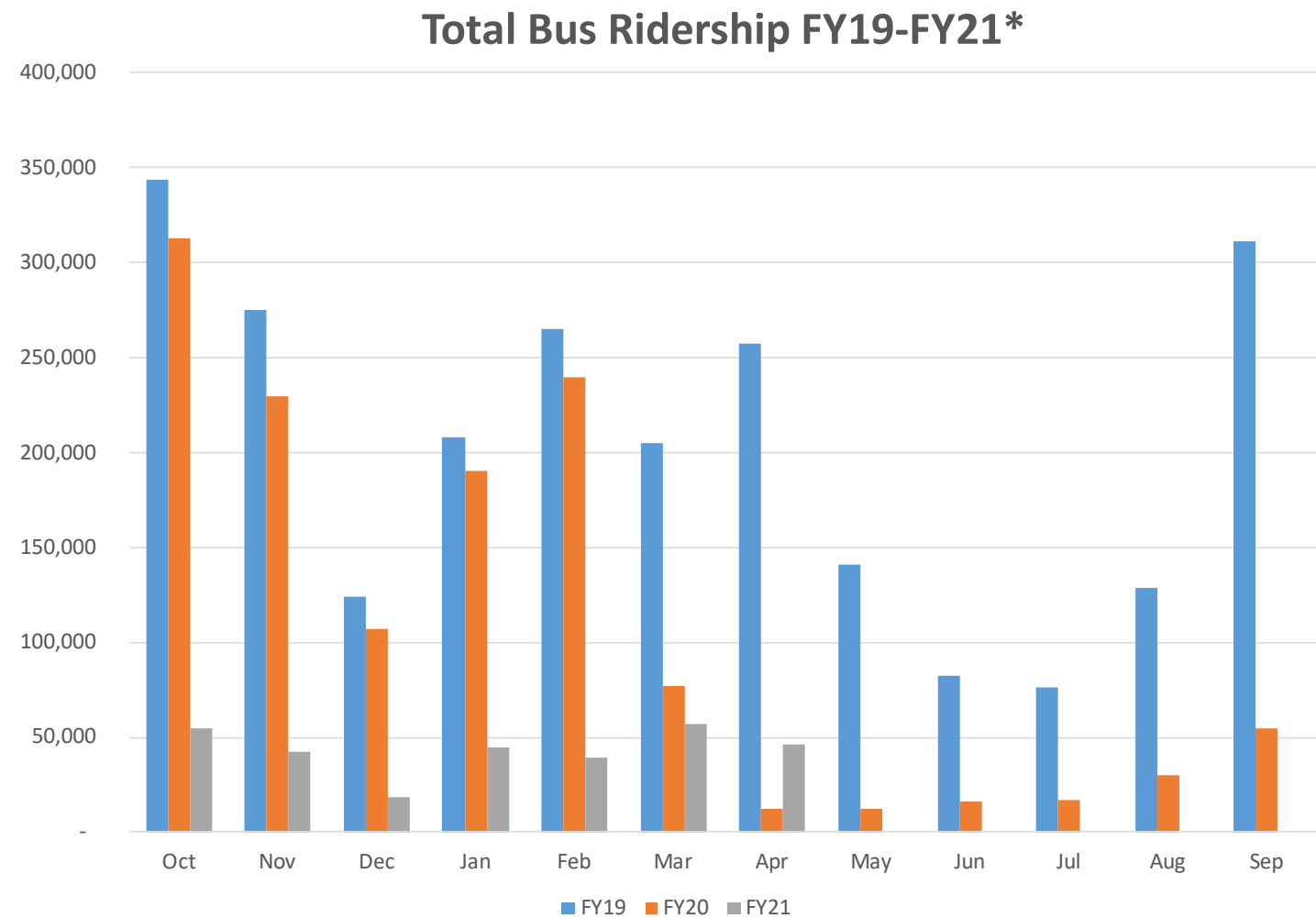
Final Review: \_\_\_\_\_  
Troy Raley, Senior Director of Mobility Services

Approval (Rail):  \_\_\_\_\_  
Kristina Holcomb, Deputy CEO

# FY19-FY21 Total Monthly Ridership – A-train



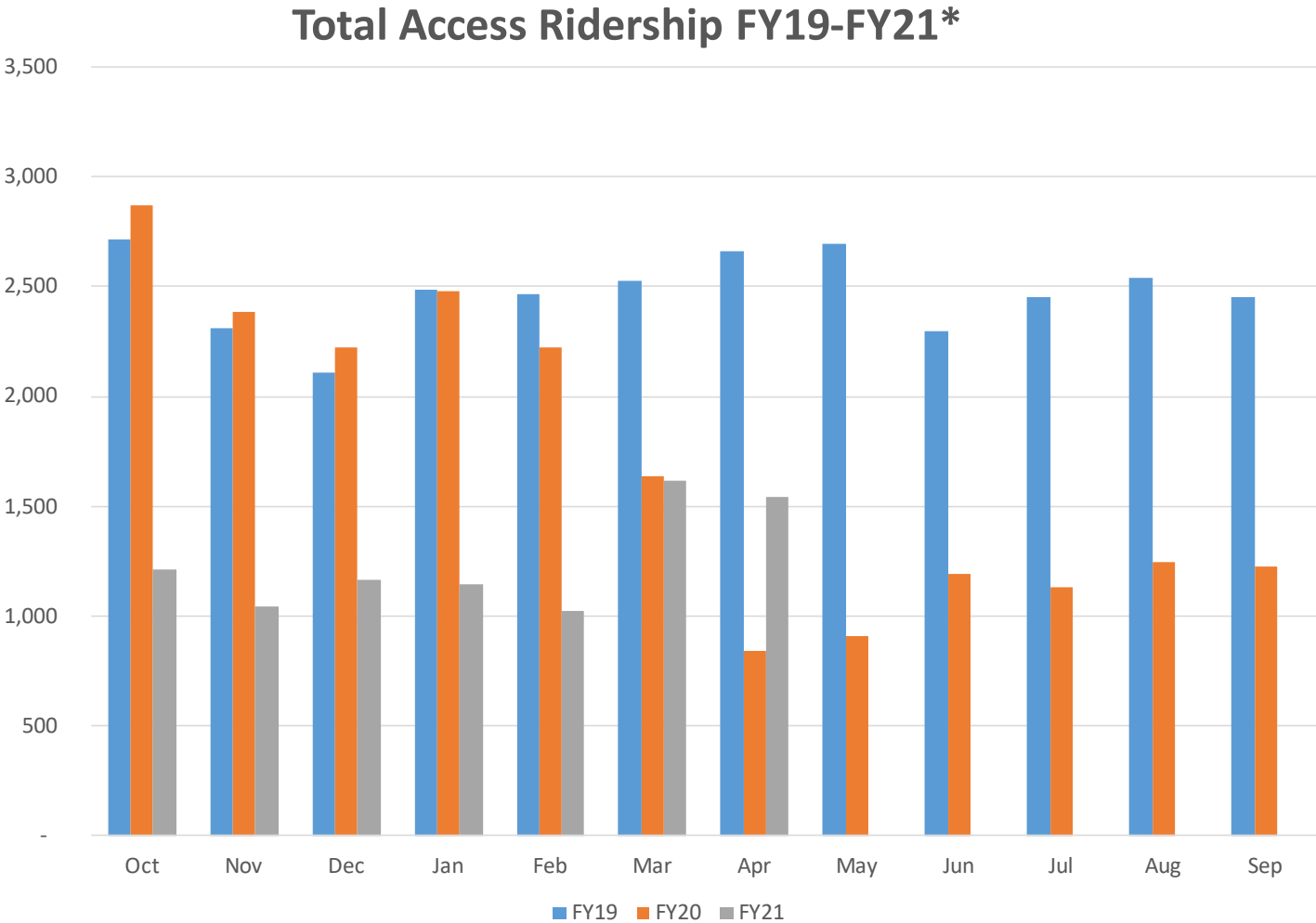
# FY19-FY21 Total Monthly Ridership – Bus



\*UNT, NCTC, Denton, Lewisville, and Highland Village Connect Service

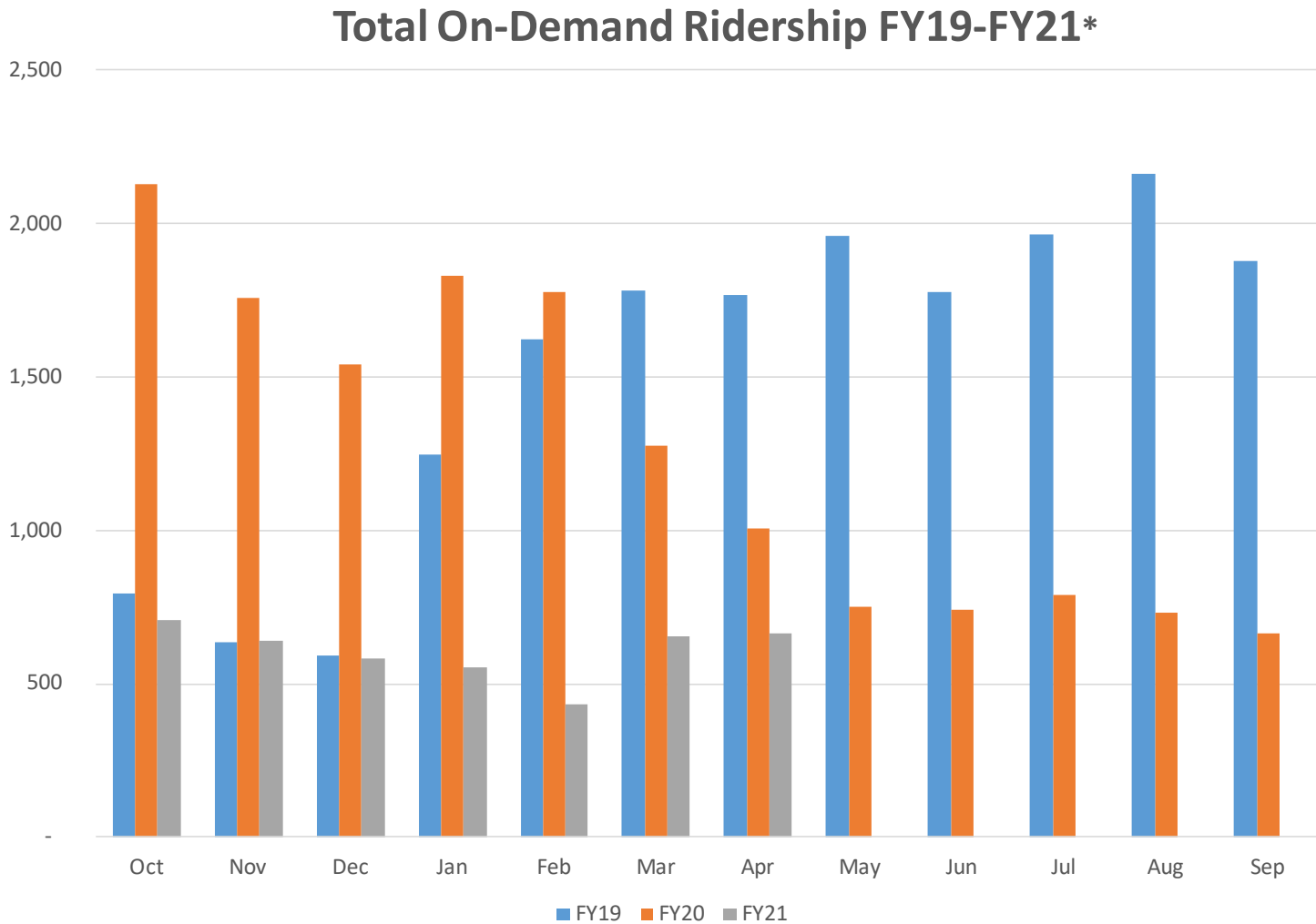
FY19-FY21 Total Monthly Ridership – Access

Informational Report 2  
Exhibit 3



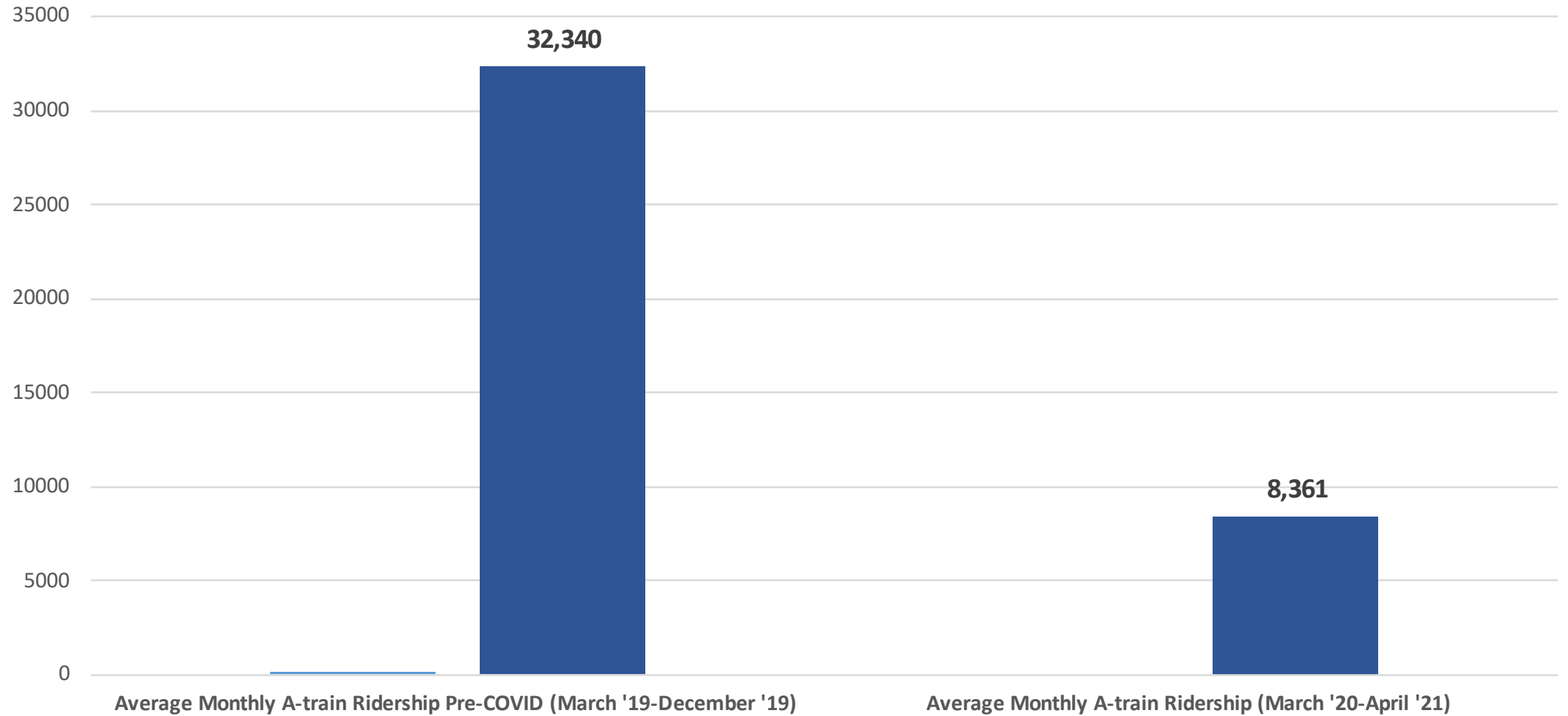
\*ADA & Non-ADA Service in Denton, Lewisville & Highland Village



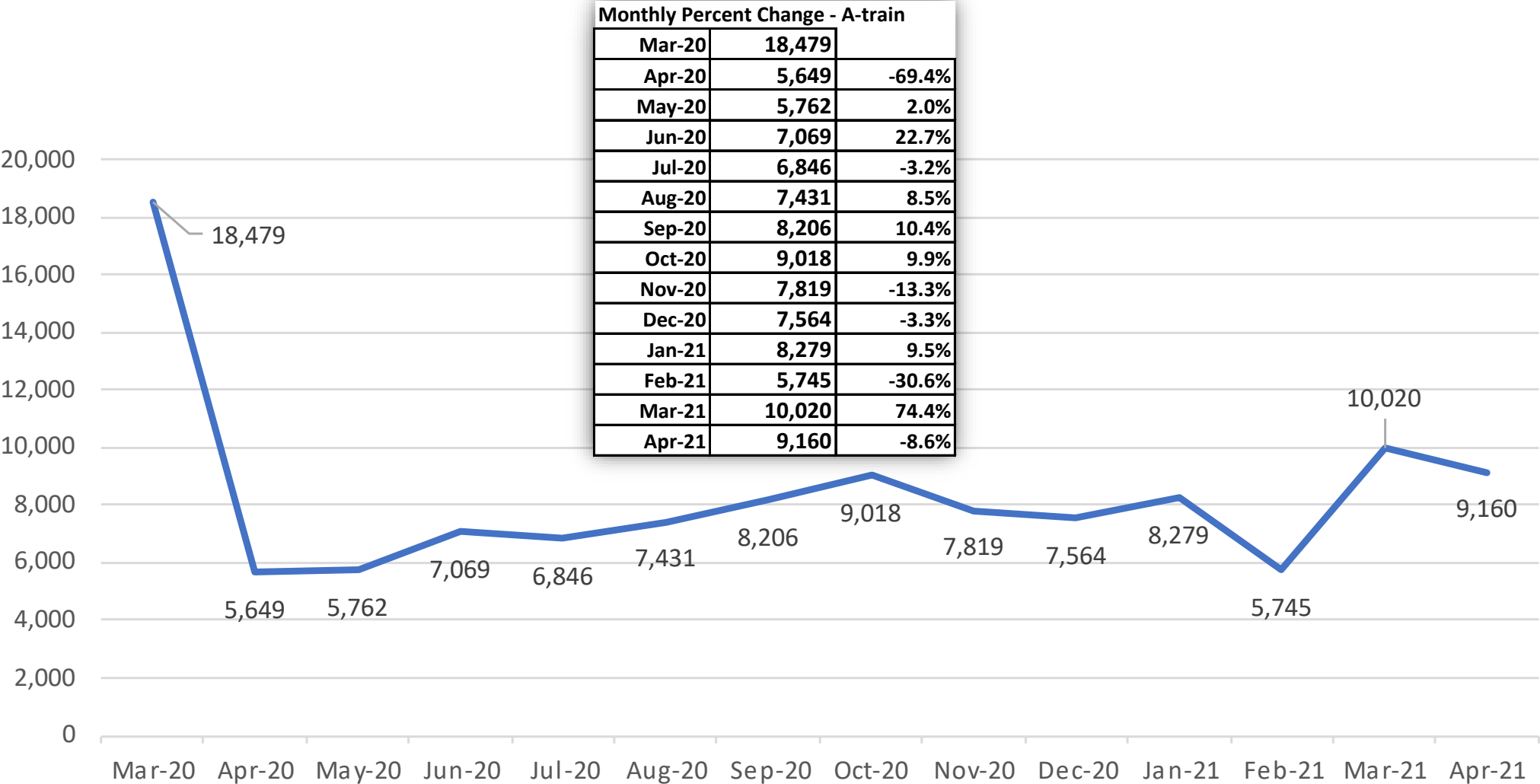


\*Frisco, Collin County Transit and Zoned Service In Denton & Highland Village

# Pre-COVID Average Monthly A-train Ridership and Current Average



# Monthly A-train Ridership Trend: March 2020 - April 2021



## Board of Directors Memo

May 27, 2021

SUBJECT: Fiscal Year 2022 Healthcare Benefit Contracts

### Background

DCTA leverages its contract with Holmes Murphy & Associates to market employee benefits, when necessary. DCTA benefit years align with the fiscal year, running from October to September, with the Open Enrollment period beginning in early August, prior to implementation in October.

A Request for Proposal (RFP) was released by Holmes Murphy & Associates on behalf of DCTA on April 14, 2021 to receive competitive bids for the following benefits, to be effective as of October 1, 2021:

- Medical and Prescription
- Dental
- Flexible Spending Account (FSA) and COBRA Administration
- Life and Additional Death & Dismemberment (AD&D)
- Vision
- Short Term Disability
- Long Term Disability
- Employee Assistance Program (EAP)

The current guaranteed rates for these benefits are slated to expire at the end of this benefit year (September 30, 2021), with the exception of FSA which does not have a rate guarantee. DCTA chose to market all benefits to determine the best value, balancing both a competitive price with the most beneficial coverage for employees. DCTA continues to utilize its benefits package as a strong form of recruitment and retention of employees and takes the marketing of benefits in high regard while also remaining fiscally responsible. Vendor proposals were due to Holmes Murphy by May 12, 2021 and are being evaluated by Holmes Murphy and DCTA staff. For any contracts exceeding \$75k, staff plans to bring a final recommendation to the Board for formal action at the June 24, 2021 Board meeting to allow the seamless administration of benefits, effective October 1, 2021.

### Identified Need

The current DCTA benefit rates are set to expire as of September 30, 2021. The marketing of benefits will allow DCTA to review and select benefit coverage that would be effective as of October 1, 2021, so that there is no lapse in coverage for employees.

### Previous Board Activity & Action

N/A

### Financial Impact

DCTA has incorporated a 10% increase on Medical, a 10% increase on Dental, and a 5% increase on Life/Disability costs within the upcoming FY22 budget to account for any potential rate increases. This is consistent with DCTA's past budget practices, and staff anticipates any benefit costs to be within those thresholds.

### Recommendation

This is an informational item only. Staff will seek Board approval to execute contracts for healthcare benefits at the June 2021 Board meeting.

### Exhibits

Exhibit 1: Holmes Murphy RFP Questionnaire



Submitted By: Mackenzie Armendariz  
Mackenzie Armendariz, Human Resources Manager

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

**From:** Adam Kinyicky <AKinyicky@holmesmurphy.com>  
**Sent:** Wednesday, April 14, 2021 3:26 PM  
**Subject:** [DCTA] 2021 Request for Proposal

Good afternoon,

Denton County Transportation Authority (DCTA) is accepting Proposals for Medical (Fully Insured), Dental, Vision, FSA, COBRA, Life and AD&D, Short Term Disability, Long Term Disability, and EAP, per the attached Questionnaires, for an **October 1st, 2021** effective date. Required attachments in Excel format must be emailed by **May 12<sup>th</sup>, 2021** to the following address: [akinyicky@holmesmurphy.com](mailto:akinyicky@holmesmurphy.com)

**Vendors will be required to complete the applicable Vendor Response sheet(s) as well as the General Vendor Response sheet and return in Excel format.**

RFP documents can be found using this link:

<https://share.holmesmurphy.com/?ShareToken=113B7DAEDEEF508F0712AFAFDCAB447631C0C722>

For questions regarding this RFP document, please contact the following individuals at Holmes Murphy and Associates:

- Adam Kinyicky [akinyicky@holmesmurphy.com](mailto:akinyicky@holmesmurphy.com)
- Julie Rickman [jrickman@holmesmurphy.com](mailto:jrickman@holmesmurphy.com)

Please note: ***Questions must be submitted in writing only and will receive a response on the date indicated below. HMA is unable to answer questions/discuss the RFP by phone.***

The following items are included as an attachment with this RFP:

- RFP Invitation and Instructions
- RFP in Excel format
- Relevant Supporting Plan Documents and Summaries

The vendor will be expected to commit to the timeline shown below.

Description	Target Date	Responsibility
Proposal Issue	04/14/2021	Holmes Murphy & Associates
Vendor RFP Questions Due	04/21/2021	Vendors
Answers to Questions Released to Market	04/26/2021	Holmes Murphy & Associates
Vendor Proposals Due ( <b><i>Note: there will be no best and final round</i></b> )	05/12/2021 at 5:00pm CST	Vendors
Open Enrollment	August 2021	Selected Vendors/DCTA
Effective date of plans	10/01/2021	n/a



## GENERAL QUESTIONNAIRE [Benefits]

**VENDOR NAME HERE**

### **Primary Contact Information**

Name

Title

Address

Phone #

Fax #

Email

### **Secondary Contact Information**

Name

Title

Address

Phone #

Fax #

Email

### **Coverages to be Quoted (Please mark an "x" to all plan types that apply.)**

Medical

Dental

Vision

COBRA

FSA

Short Term Disability

Long Term Disability

Basic Life/AD&D

Voluntary Life/AD&D

EAP

**GENERAL QUESTIONNAIRE**

<b>Organizational Strength</b>		<b>VENDOR NAME HERE</b>
		<b>Response</b>
1	Provide the name and address of your company.	
2	Is your company publicly traded?	Please Select
3	What is your company's A.M. Best rating?	
4	Confirm you are registered with the Secretary of State to do work in the State of Texas.	Please Select
<b>References</b>		<b>Response</b>
5	Please provide three references of current clients and two references of clients you have lost in the past two years. Ideally, these references would be similar in size to the Client. All fields must be completed.	<b>Current Clients</b>
		1.) Client Name:
		Contact Name:
		Contact Title:
		Phone Number:
		Email Address:
		Years of Service:
		2.) Client Name:
		Contact Name:
		Contact Title:
		Phone Number:
		Email Address:
		Years of Service:
		3.) Client Name:
		Contact Name:
		Contact Title:
		Phone Number:
		Email Address:
		Years of Service:
		<b>Former Clients</b>
		1.) Client Name:
		Contact Name:
		Contact Title:
		Phone Number:
		Email Address:
		Reason for leaving:
		2.) Client Name:
		Contact Name:
		Contact Title:
		Phone Number:
		Email Address:
		Reason for leaving:

MEDICAL Questionnaire		PLAN A	ABC Carrier
MEDICAL PREMIUMS		Current	Proposed
PARTICIPATION REQUIREMENT		Current	
	<u>EEs</u>		
Employee	14	\$816.28	\$0.00
Employee & Spouse	5	\$1,657.06	\$0.00
Employee & Child(ren)	6	\$1,407.84	\$0.00
Family	7	\$2,205.88	\$0.00
<b>Monthly</b>	<b>32</b>	<b>\$43,601</b>	
<b>Annual</b>		<b>\$523,217</b>	<b>\$0</b>
<b>Monthly</b>		<b>\$43,601.42</b>	<b>\$0.00</b>
<b>Annual</b>		<b>\$523,217</b>	<b>\$0</b>
<b>Cost +/- to Current</b>		<b>\$0</b>	<b>-\$43,601</b>
<b>Percentage +/- to Current</b>		<b>0.0%</b>	<b>-100.0%</b>

## MEDICAL QUESTIONNAIRE

Medical health vendors/ carriers are required to respond to all requests for information contained in this questionnaire. This questionnaire will be scored; therefore, it is necessary that you provide **concise answers**. **Your responses to the questions should be based on your current proven capabilities. Should there be instances where certain questions are not applicable to your organization or its operations, please indicate this. If you are selected to administer the Client's employee benefit plans, your responses to the questionnaire will be considered part of your contractual responsibilities. You are also requested to return the indicated exhibits as part of your proposal.**

		Carrier/Vendor Name
<b>Organizational Strength</b>		<b>Response</b>
1	How many clients do you currently have in force in the state of Texas?	
2	Do you have a specialized team that works with public entity employers?	Please Select
3	How many clients do you currently have in Texas that are public entities?	
<b>Administrative Flexibility</b>		<b>Response</b>
4	Confirm that an experienced account management team with at least 5+ years of experience will be assigned.	Please Select
5	Will the Client have a dedicated claims contact for escalated issues?	Please Select
6	What carrier(s) do you use to complete prior authorizations?	
7	Will you partner with 3rd party pricing transparency vendors?	Please Select
8	Do you have your own proprietary pricing transparency service?	Please Select
9	Can your system allow for different plan designs or copays to promote steerage to preferred facilities and physicians?	Please Select
10	If yes, are there any limitations and what is the lead time to make these changes?	
11	If there is an additional cost, please indicate what that cost will be and make sure it is included in your PEPM administrative fee.	
<b>Implementation Process</b>		<b>Response</b>
12	Will you have an onsite representative available for annual open enrollment meetings as requested by the Client?	Please Select
13	Provide a timeline for implementation.	Please Select
14	Confirm that you will produce the SPD for the Client.	Please Select

**MEDICAL QUESTIONNAIRE**

Disease Management		Response
15	Which disease management (DM) programs do you offer as part of your base fee?	
Reporting		Response
16	Provide a sample of all financial reporting the Client can expect to receive on a regular basis. Additionally, include any Adhoc reports that other clients have found useful in claims analysis.	Please Select
17	If you have system updates, please confirm that you will inform the Client prior to system updates occurring and what these updates will effect.	Please Select
18	Provide a sample of your annual health plan review.	Please Select
19	Will you set up a schedule to automatically email the standard reports to the Client on a monthly, quarterly and annual basis as requested at no additional cost?	Please Select
Wellness		Response
20	Do you use detailed claim information to help clients design an impactful wellness program?	Please Select
21	If so, provide examples.	
22	Provide examples of recommendations of wellness programs that you have worked with clients on in the past 2 years.	
23	Confirm that you will offer the client a wellness budget. (If there is an additional cost, please make sure it is included in your PEPM administrative fee.)	Please Select
24	Do you offer online wellness programs and tracking?	Please Select
25	If yes, is this included as part of your PEPM fee? If not, outline separately on the pricing spreadsheet.	
26	Describe the wellness programs offered to the Client at no additional charge.	
27	Do you subcontract any wellness services to an outside vendor?	Please Select
28	Does your organization offer discounts to support healthy lifestyles such as gym memberships, vitamins, massage therapy, etc.?	Please Select
29	If yes, is there an additional cost for this program?	Please Select
30	Are you able to provide an onsite wellness resource?	Please Select
31	If yes, is what is the additional cost?	
32	Outline how your would anticipate this role would help benefit the City and it's members.	

## MEDICAL QUESTIONNAIRE

Employer/Employee Websites		Response
33	Provide a URL, userID and password for the RFP evaluation team to view your <b>employer</b> website.	
34	URL	
35	User ID	
36	Password	
37	Provide a URL, userID and password for the RFP evaluation team to view your <b>member</b> website.	
38	URL	
39	User ID	
40	Password	
41	Please confirm an in depth, live demo of both employer and employee websites will be given upon request.	Please Select
Customer Service		Response
42	Is your call center located within the United States?	Please Select
43	Will there be a dedicated call center to the Client?	Please Select
44	If so, where is this located?	
45	Are there bilingual resources available on this team?	Please Select
46	What are the hours of operation?	
47	What is the turnover percentage of your call center?	
48	What is the turnover percentage of your account management team?	
49	What is the average tenure of the account managers that service the municipalities in your organization?	
50	How many clients do they currently service?	
51	What are the YTD results for your average speed to answer?	
52	What are the YTD results for your call abandonment rate?	



**MEDICAL Questionnaire**

Proposed Medical -- Deviations/Variations	
<p>For any benefits you cannot duplicate or administer, per the in force SPD, please indicate on this tab. Please clearly note the differences.</p>	

	Carrier Name
Please Select the Appropriate Category for each Deviation / Variation	Deviation / Variation
Please Select	
Please Select	
Please Select	
Please Select	
Please Select	
Please Select	
Please Select	

**MEDICAL Questionnaire**

Please note that you must complete plan design information in the following requested format in order for your quote to be considered. Enter only those plan design elements that are included in your quoted rates.

	Carrier Name	
	Plan Name	
	In-Network	Out-of-Network
<b>Deductible</b>		
Per Participant		
Family		
<b>Out-of-Pocket Maximum</b>		
Per Participant		
Family		
Is the deductible included in the Out-of-Pocket Maximum?	Please select	Please select
Do the in-network or out-of-network deductible/ out of pocket maximum cross apply?	Please select	Please select
If so, please describe		
Annual Maximum		
Coinsurance		
Primary Care Provider Office Visit		
Specialist Office Visit		
Preventive Care		
Diagnostic Services (for lab and radiology/x-ray) in an OP Facility		
Diagnostic Services (for lab and radiology/x-ray) in an Office setting		
Advanced Diagnostic Services (CT Scans, Pet Scans, MRI)		
Inpatient Hospital		
Outpatient Surgery		
Emergency Room		
Urgent Care		
Mental Health and Substance Abuse - Inpatient		
Mental Health and Substance Abuse - Outpatient		
Mental Health and Substance Abuse - Office Setting		
<b>Prescription Drugs</b>		
Deductible		
<b>Retail</b>		
Generic / Tier 1		
Brand Preferred / Tier 2		
Brand Non-Preferred / Tier 3		
Specialty		
<b>Mail Order</b>		
Generic / Tier 1		
Brand Preferred / Tier 2		
Brand Non-Preferred / Tier 3		

**MEDICAL Questionnaire****Medical Network Discounts**

Please provide your organization's self reported discounts within the Client's area for:

<b>Carrier Name</b>	
<b>Network Name</b>	
<b>Hospital Inpatient</b>	
<b>Hospital Outpatient</b>	
<b>Physician</b>	

**Geo Access Results**

Please provide full detailed reports for the medical GEO access within your formal proposal.

	<b>Carrier Name</b>
<b>Measurement</b>	<b>Primary Care Physicians</b>
# of Employees / Zip Codes Evaluated	
# of providers	
# of Locations	
<b>X Providers within X Miles</b>	<b>2 / 10</b>
% of Employee WITH access	
# of Employees WITH access	
% of Employee WITHOUT access	
# of Employees WITHOUT access	
Average distance to 2 providers for employees WITH desired access	
Average distance to 2 providers for employees WITHOUT desired access	

		CURRENT	VENDOR NAME
DENTAL PREMIUMS - DPPO STANDARD			Proposed
PARTICIPATION REQUIREMENT			
	<u>EEs</u>		
Employee	14	\$37.64	
Employee + Spouse	5	\$77.26	
Employee + Child(ren)	6	\$81.22	
Employee + Family	7	\$115.54	
Monthly		\$2,209.36	\$0.00
Annual		\$26,512	\$0
Cost +/- to Current		\$0	-\$2,209
Percentage +/- to Current		0.0%	-100.0%
RATE GUARANTEE			
COMMISSIONS			

## DENTAL PLAN DESIGN

BENEFITS	CURRENT		VENDOR NAME	
<b>DEDUCTIBLE</b> - Individual - Family	<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>
<b>COINSURANCE</b> - Preventive - Basic - Major				
<b>CATEGORIZATION OF SERVICES</b> - Periodontics (Maintenance) - Periodontics (Surgery) - Endodontics - Simple Extractions - Complex Extractions / Oral Surgery - Implants				
<b>ANNUAL MAXIMUM</b>				
<b>LIFETIME ORTHODONTIA COVERAGE</b>				
<b>MAXIMUM ROLLOVER</b> - Rollover Threshold - Rollover Amount - Rollover Account Limit				
<b>OUT OF NETWORK UCR</b>				
<b>ELIGIBILITY/ENROLLMENT PROVISIONS</b> - Annual Open Enrollment - Timely Entrant Waiting Period - Late Entrant Waiting Period - Dependent Age Limit - Orthodontia Age Limit				

**DENTAL****Geo Access- DPPO Network**

**Please note:** you must complete this information in the following requested formats in order for your quote to be considered. Enter only the networks that are included in your quoted rates.

<b>VENDOR NAME</b>	
<b>Network Name</b>	
<b>General Dentists</b>	
<b>Measurement</b>	
# of Employees/Zip Codes Evaluated	
Network Evaluated	
<b>Providers</b>	
# of Providers Available to Employees (Do Not Provide Total National Number of Providers)	
# of Locations Available to Employees (Do Not Provide Total National Number of Providers)	
<b>XX providers within XX Miles</b>	2 / 10
% Employees WITH access	
# of Employees WITH access	
% Employees WITHOUT access	
# Employees WITHOUT access	
Average distance to 2 providers for employees with desired access	
Average distance to 2 providers for employees without desired access	
<b>Measurement</b>	<b>Specialists</b>
# of Employees/Zip Codes Evaluated	
Network Evaluated	
<b>Providers</b>	
# of Providers Available to Employees (Do Not Provide Total National Number of Providers)	
# of Locations Available to Employees (Do Not Provide Total National Number of Providers)	

<b>XX providers within XX Miles</b>	2 / 10
% Employees WITH access	
# of Employees WITH access	
% Employees WITHOUT access	
# Employees WITHOUT access	
Average distance to 2 providers for employees with desired access	
Average distance to 2 providers for employees without desired access	
<b>Measurement</b>	<b>Orthodontists</b>
# of Employees/Zip Codes Evaluated	
Network Evaluated	
<b>Providers</b>	
# of Providers Available to Employees (Do Not Provide Total National Number of Providers)	
# of Locations Available to Employees (Do Not Provide Total National Number of Providers)	
<b>XX providers within XX Miles</b>	2 / 10
% Employees WITH access	
# of Employees WITH access	
% Employees WITHOUT access	
# Employees WITHOUT access	
Average distance to 2 providers for employees with desired access	
Average distance to 2 providers for employees without desired access	
<b>Measurement</b>	<b>Providers in Primary Network</b>
General Dentists	
Specialists	
Orthodontists	
<b>Measurement</b>	<b>Providers in Secondary Network (if applicable)</b>
General Dentists	
Specialists	
Orthodontists	



**Please note:** you must complete this information in the following requested formats in order for your quote to be considered. Please include copies of the requested materials with your proposal.

	VENDOR NAME
<b>Measurement</b>	
Will the client have a dedicated Account Manager?	Please select
Do you provide ID Cards upon request?	Please select
Dental Benefits Grid Brochure (DHMO Only)	Please select
Dental Wellness Plan Brochure	Please select
Do preventive visits count towards the annual out of pocket limit?	Please select
Confirm that you agree to the terms and conditions on the City's BAA included in the exhibits.	Please select

## Board of Directors Memo

May 27, 2021

SUBJECT: State Legislative Update

### Background

Please note that all information included in this memo was current as of noon on May 19, so many of the items will have a different status by the time the Board reviews the memo and by the board meeting. When the DCTA Board meets on May 27, the Texas Legislature will be meeting around the clock in an effort to save bills that will otherwise end up in the legislative graveyard by midnight on May 31. In total, almost 7,000 bills and joint resolutions were filed. As of the drafting of this memo, only about 400 bills have passed both chambers to become law, but many more will certainly pass the finish line by Sine Die.

The DCTA total bill track includes 298 House and Senate bills, of which 92 are priority bills to carefully monitor. Relevant deadlines are as follows:

- May 14 – Last day for non-local House Bills could advance from their chamber.
- May 26 – Last day for the Texas House to consider all Senate Bills sent to their chamber.
- May 30 – Last day for the House and Senate to adopt identical language on all measures that previously passed both chambers.
- May 31 – Sine Die.

### List of Measures Directly Referencing Chapter 460 of Transportation Code & Their Status

1. **PASSED:** SB 858 (Johnson)– States that the “trip data” compiled by a transportation entity is not subject to disclosure under open records laws. This bill is priority DART legislation to which other transit entities were added in the committee hearing process, including DCTA. SB 858 was voted favorably from Senate Transportation on April 7 and passed on the Senate Local Calendar on April 19, 31-0. After passing out of the House Transportation Committee, it passed on the House Local & Consent Calendar on May 11, 143-0. SB 858 takes effect immediately, as it passed both chambers by more than 2/3 vote. See Exhibits 2 and 3 for more information on impact of bill.
2. **PENDING:** HB 3325 (Lozano) / SB 1945 (Lucio) – Changes the word “accident” to “crash” in 460.110(b), as the bill does all throughout the Transportation Code. HB 3325 was passed to engrossment in the House chamber on April 23, 146-0, and was received in the Senate on April 26. It has not advanced any further as of May 12. The Senate version has been referred to the Senate Transportation committee, but has yet to receive a hearing.
3. **PENDING:** HB 1560 (Goldman) / SB 714 (Buckingham) – Makes conforming change to 460.406(c) to acknowledge that personal property can be purchased by DCTA at an auction that was not presided over by a licensed auctioneer. HB 1560 passed to engrossment on the House floor on April 30, 130-0, has been sent to the Senate, and referred to Senate Business & Commerce. The final version passed out of the House removes Ch. 460 reference. SB 714 was referred to B&C on March 18, so may be subbed out for HB 1560 if it receives a hearing. HB 1560 was heard in B&C on May 18 and left pending.
4. **PENDING:** HB 435 (Gervin-Hawkins) – Raises the criminal penalty for an offense of robbery, assault and sexual assault committed on a vehicle operated by a transit agency. Bill was introduced and referred to House Criminal Jurisprudence and stalled there. This bill is dead, unless tacked onto another bill as a floor amendment.

## Issues of Interest to DCTA

### *Transportation Policy*

Even prior to the COVID-19 pandemic and winter storm Uri, the 2021 legislative session was not expected to be a busy session for major reforms to transportation policy in Texas or how we fund our transportation infrastructure. The issue has remained very quiet this session as lawmakers have grappled with other topics. There are a few bills pertaining to the TERP fund and local option county vehicle registration fees that continue to be closely monitored for any potential impact to DCTA.

**PENDING:** SB 1263 (Birdwell), relating to funding for the Texas emissions reduction plan. The bill would amend the Transportation Code to change deposit of remitted title fees from the Texas Mobility Fund (TMF) to the Texas Emission Reduction Plan Fund (TERP) and the bill would direct the Texas Department of Transportation to transfer an equal amount from the State Highway Fund (SHF) to the TMF. Waiting for concurrence by Senate due to changes in House to bill; it had already passed the Senate, has passed the House, but now goes back to Senate floor for concurrence.

**PENDING:** HB 4472 (Landgraf), relating to the Texas emissions reductions plan fund and account. According to the bill analysis, this TERP bill allows the Texas Commission on Environmental Quality (TCEQ) more flexibility to administer the program. HB 4472 has passed the House and is pending consideration by the Senate Transportation committee on May 20.

### *Taxpayer Funded Lobbying*

On April 15, the Senate passed SB 10 (Bettencourt), which prohibits only cities and counties from engaging in the practice commonly referred to as “taxpayer funded lobbying”. The bill was referred to House State Affairs on April 20 and voted out of committee on May 14. The House version, HB 749 (Middleton), has a broader reach in its filed form, applying to all political subdivisions, including transit authorities. The bill was considered in a public hearing by the House State Affairs Committee on March 25 and was left pending. Because SB 10 began to move suddenly, it is clear the bill is a priority politically. Transit may get added back in when SB 10 hits the House floor; if it does, the Senate will need to concur and if it does not, would require a conference committee to hash out the final language.

### *Trinity Metro P3 Authority*

**PENDING:** HB 2203 (Romero), relating to the powers of certain regional transportation authorities.

Legislation was introduced in both chambers to grant Trinity Metro Public Private Partnership authority. The bills, HB 2203 (Romero) and SB 762 (Powell) are identical to the measure that failed to pass during the 2019 legislative session. HB 2203 was set on the House Local and Consent Calendar, voted 141/0 to engrossment on April 30, and sent over to the Senate for consideration. HB 2203 received a hearing in the Senate Transportation Committee on May 17, during which Senator Powell (Senate sponsor) laid out a committee substitute (CSHB 2203) limiting the authority of Trinity Metro’s TOD-related lease/purchases to within 1,500 ft. of a station. This was done in cooperation with Senator Nichols’ office. The bill was voted favorably from committee as substituted and awaits being scheduled on the Senate Intent calendar. If it passes the Senate floor, the House will need to concur with the substituted language. If the House fails to concur, the bill will require a conference committee to agree on the changes made to the House bill during the Senate Transportation committee hearing. This bill is highly likely to pass.

*Destination Sales Tax Legislation*

During the recent interim the Comptroller adopted new sales tax sourcing rules that altered how sales taxes have traditionally been sourced in Texas through online purchases. In a move away from the model of “origin” sourcing most sales tax collections from online purchases, the Comptroller created certain circumstances where those sales taxes would be sourced to the “destination” of the purchase. Numerous bills have been filed this session to address and make alterations to the Comptroller’s proposed rules.

The most notable measure is HB 4072 by Morgan Meyer, Chairman of the House Ways and Means Committee. As filed, his bill implements “destination” sales tax sourcing for most online purchases and eliminates many circumstances where the tax collection would instead be sourced to the product’s “origin”. The bill was considered in a public hearing in Ways and Means on April 6 and was met with numerous witnesses testifying in opposition, mostly municipalities. On April 14 the bill was voted out of committee, 10-0, as substituted. The substitute pushes the effective date from October 1, 2021 to January 1, 2023. Technically, the bill is dead since it did not make it to the House floor by the May 13 deadline. It could, however, be added to germane bills on the House or even Senate floor, so monitoring of this bill’s activity is critical in the final weeks of the legislative session.

*Open Meetings Legislation*

Though there are numerous pieces of legislation filed (15+) regarding open meetings this session, these are some that continue to have any legs.

**PENDING:** SB 861 (Paxton)/HB 3793 (Shaheen), relating to remote meetings under the open meetings law. HB 3793 has not moved, while SB 861 was reported from Senate Business and Commerce on April 9 and placed on the Senate Calendar on April 29. It can be called up at any time, but at this point it is less likely to happen. Even if it did pass the Senate Chamber and get sent to the House, it would need to go through the House committee process and be sent to the House floor. The House has until May 26 to vote out Senate measures, so if it were to happen, it would have to be a very quick and prioritized process.

**PENDING:** HB 2683 (Canales)/SB 924 (Zaffrini), relating to requirements for open meetings that are broadcast over the Internet or held by telephone conference or videoconference call. The House passed HB 2683 on April 21 and sent it over to the Senate where it has yet to move. SB 924 has not moved.

*Miscellaneous Legislation*

**PASSED:** HB 1118 (Capriglione), relating to state agency and local government compliance with cybersecurity training requirements. Impacts grant funding for non-compliance. Signed by the Governor on May 18.

**PASSED:** SB 1225 (Huffman), relating to the authority of a governmental body impacted by a catastrophe to temporarily suspend the requirements of the public information law. Passed May 11. Essentially removes a loophole used by some governmental entities during the pandemic to not fulfill FOIA/Open Records Requests. Catastrophe is defined as a direct impact to operations that would prevent a governmental entity from responding to ORRs; remote work, explicitly stated in the bill, cannot prevent compliance. Any suspension of ORR compliance due to a catastrophe is limited to 14 days. DCTA did not suspend compliance with Open Records during the pandemic shutdowns.

**PENDING:** HJR 99 (Canales, et al), proposing a constitutional amendment authorizing a county to finance the development or redevelopment of unproductive, underdeveloped, or blighted areas in the county; authorizing the issuance of bonds and notes. Passed the House on May 12, adds counties to the statute that authorizes certain political subdivisions of the state to finance infrastructure improvements in blighted areas, including

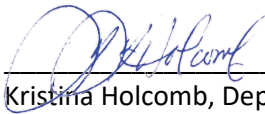
transportation infrastructure. It is set for a hearing in Senate Transportation on May 19 and if passed by the Senate, would be put to voters on the November 2 ballot.

**PENDING:** SB 219 (Hughes), relating to civil liability and responsibility for the consequences of defects in the plans, specifications, or related documents for the construction or repair of an improvement to real property. The bill provides that a builder is not responsible for the consequences of defects in design or bid documents provided to the builder by the person with whom the builder has entered into a construction contract. It also prevents an owner from requiring a builder to waive this protection by contract. Bill has passed the Senate and passed the House on May 13 with a floor amendment to clarify that the legislation does not apply to design-build contracts. The Senate must now concur with the changes to the bill before it is effective; placed on the Senate calendar on May 19 as an eligible item.

**PASSED:** SB 1308 (Blanco), relating to a study on the impacts of using certain motor vehicle technologies. Requires studies be conducted by TxDOT regarding automated vehicle technologies. This will be something that NCTCOG is likely to be involved in. The bill passed out of the House committee as substituted; the language adds in looking at the impact of automated vehicle and other emerging technologies on the transportation industry workforce. The substituted bill passed May 18 with one floor amendment that makes no substantive changes to the language.

- Exhibit 1:** Legislative Deadline Calendar/Dates of Interest  
**Exhibit 2:** SB 858 Bill Analysis (As originally filed; now also applies to DCTA)  
**Exhibit 3:** SB 858 Engrossed (Data Privacy Legislation)

Submitted by:



Kristina Holcomb, Deputy CEO

# 87th Legislature, Regular Session

## Deadlines for Action Under House and Senate Rules

Informational Item 4, Exhibit 1

**MAY 2021**

*This deadlines calendar is intended to be a practical summary guide to the end-of-session deadlines. It is not intended as an interpretation of the rules of the House or Senate.*

A red box indicates the last day for a chamber to take certain actions.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>118<sup>th</sup> day</b> <b>9</b>  	<b>119<sup>th</sup> day</b> <b>10</b>  Last day for House committees to report HBs/HJRs  (See Note 1)	<b>120<sup>th</sup> day</b> <b>11</b>  By 10 p.m.—last House daily calendar with HBs/HJRs must be distributed (36-hour layout)  (See Note 2)	<b>121<sup>st</sup> day</b> <b>12</b>  By 9 a.m.—last House local and consent calendar with <b>consent</b> HBs must be distributed (48-hour layout)  (See Note 2)	<b>122<sup>nd</sup> day</b> <b>13</b>  Last day for House to consider 2nd reading HBs/HJRs on daily or supplemental calendar	<b>123<sup>rd</sup> day</b> <b>14</b>  Last day for House to consider <b>consent</b> HBs on local and consent calendar on 2nd and 3rd reading and <b>ALL</b> 3rd reading HBs/HJRs on supplemental calendar	<b>124<sup>th</sup> day</b> <b>15</b>  
<b>125<sup>th</sup> day</b> <b>16</b>  	<b>126<sup>th</sup> day</b> <b>17</b>  	<b>127<sup>th</sup> day</b> <b>18</b>  	<b>128<sup>th</sup> day</b> <b>19</b>  By 9 a.m.—last House local and consent calendar with <b>local</b> HBs must be distributed (48-hour layout)  (See Note 2)	<b>129<sup>th</sup> day</b> <b>20</b>  	<b>130<sup>th</sup> day</b> <b>21</b>  Last day for House to consider <b>local</b> HBs on local and consent calendar on 2nd and 3rd reading  <i>First day Senate can consider bills and resolutions the first day they are posted on the Notice of Intent</i>	<b>131<sup>st</sup> day</b> <b>22</b>  Last day for House committees to report SBs/SJR  (See Note 1)
<b>132<sup>nd</sup> day</b> <b>23</b>  By 10 p.m.—last House daily calendar with SBs/SJR must be distributed (36-hour layout)  (See Note 2)	<b>133<sup>rd</sup> day</b> <b>24</b>  By 9 a.m.—last House local and consent calendar with SBs must be distributed (48-hour layout)  (See Note 2)	<b>134<sup>th</sup> day</b> <b>25</b>  Last day for House to consider 2nd reading SBs/SJR on daily or supplemental calendar	<b>135<sup>th</sup> day</b> <b>26</b>  Last day for House to consider <b>local and consent</b> SBs on 2nd & 3rd reading and <b>ALL</b> 3rd reading SBs/SJR on supplemental calendar  <i>Last day for Senate to consider <b>ALL</b> bills &amp; JRs on 2nd or 3rd reading</i>  (See Note 3)	<b>136<sup>th</sup> day</b> <b>27</b>  Before midnight—Senate amendments must be distributed in the House (24-hour layout)	<b>137<sup>th</sup> day</b> <b>28</b>  Before midnight— <u>House</u> copies of conference committee report (CCR) on the general appropriations bill must be distributed (48-hour layout) Last day for House to act on Senate amendments Before midnight— <u>Senate</u> copies of CCRs on tax, general appropriations, and reapportionment bills must be printed and distributed (48-hour layout) (See Note 4)	<b>138<sup>th</sup> day</b> <b>29</b>  Before midnight— <u>House</u> copies of CCRs on bills other than the general appropriations bill must be distributed (24-hour layout) Before midnight— <u>Senate</u> copies of CCRs on bills other than tax, general appropriations, and reapportionment bills must be printed and distributed (24-hour layout)
<b>139<sup>th</sup> day</b> <b>30</b>  Last day for House to adopt CCRs or discharge House conferees and concur in Senate amendments  <i>Last day for Senate to concur in House amendments or adopt CCRs</i>	<b>140<sup>th</sup> day</b> <b>31</b>  Corrections only in House and Senate  Last day of session (Sine die)	In reviewing this calendar, all members should consider, in addition to the stated deadline, the time needed for the preparation of any ancillary documents related to the bill, any printing time, and any applicable layout rule.  Note 1: The House rules do not contain an express deadline for committees to report measures, but, technically, this is the last day for a House committee to report a measure in order for the measure to have any chance of being placed on a House calendar. <b>However</b> , this deadline <b>does not</b> take into consideration the time required to: (1) prepare the bill analysis; (2) obtain an updated fiscal note or impact statement; (3) prepare any other paperwork required for a committee report; or (4) prepare the committee report for distribution to the members of the House as required by the rules. <b>Realistically</b> , it normally takes a full day <b>or more</b> for a bill to reach the Calendars Committee after the bill has been reported from committee.  Note 2: The House rules do not have an express deadline for distributing calendars on the 120th, 121st, 128th, 132nd, and 133rd days. This calendar presumes that the House will convene at 9 a.m. for a local and consent calendar and at 10 a.m. for a daily or supplemental calendar.  Note 3: The Senate deadline for passing all bills and joint resolutions <b>does not</b> take into consideration the House deadline for passing Senate bills and joint resolutions. <b>Realistically</b> , to be eligible for consideration by the House under its end-of-session deadlines, Senate bills and joint resolutions must be passed by the Senate and received by the House <b>before</b> the 130th day.  Note 4: Both Senate and House rules require a 48-hour layout for a resolution suspending limitations on a conference committee considering the general appropriations bill, if such a resolution is necessary. Neither rule has an express deadline for considering that resolution, which should occur before consideration of the general appropriations bill.				

**BILL ANALYSIS**

Senate Research Center  
87R6610 SRA-F

S.B. 858  
By: Johnson; Paxton  
Transportation  
3/17/2021  
As Filed

**AUTHOR'S / SPONSOR'S STATEMENT OF INTENT**

Since 2013, Dallas Area Rapid Transit (DART) customers have had the ability to purchase tickets and transit passes through electronic applications, including DART.org and the GoPass mobile app. Section 452.061, Transportation Code, currently protects DART.org and GoPass app users by excepting the user's personal identifying information such as name, address, email address, financial records, and passwords from the Texas Public Information Act (TPIA).

As technology advances, DART's applications allow customers to purchase tickets and plan transit trips from their home, place of employment, and other locations. Due to these updated features in the application, DART collects and stores customers' personal travel itineraries such as travel time, travel date, trip origin, and destination location with address or latitudinal and longitudinal data as well as demographic information of the person scheduling the trip. If this information is released in response to a TPIA request, it could jeopardize the confidentiality of customer travel patterns and be used to identify home locations, work sites, and characteristics of individual customers.

S.B. 858 protects DART riders by clarifying that a customer's trip data, demographic information and financial information collected by Dallas Area Rapid Transit or Trinity Metro is confidential and not subject to disclosure under Chapter 552, Government Code.

As proposed, S.B. 858 amends current law relating to the disclosure of information collected by a regional transportation authority under the public information law.

**RULEMAKING AUTHORITY**

This bill does not expressly grant any additional rulemaking authority to a state officer, institution, or agency.

**SECTION BY SECTION ANALYSIS**

SECTION 1. Amends Section 452.061(e), Transportation Code, as follows:

(e) Provides that personal identifying information collected by a regional transportation authority is confidential and not subject to disclosure under Chapter 552 (Public Information), Government Code, including a person's:

- (1) makes no changes to this subdivision;
- (2) makes a nonsubstantive change to this subdivision;
- (3) trip data, including the time, date, origin, and destination of a trip, and demographic information collected when the person purchases a ticket or schedules a trip; and
- (4) other personal information, including financial information, rather than other personal financial information.



SECTION 2. Effective date: upon passage or September 1, 2021.

By: Johnson, et al.

S.B. No. 858

A BILL TO BE ENTITLED

AN ACT

relating to the disclosure of information collected by a metropolitan rapid transit authority, regional transportation authority, municipal transit department, or coordinated county transportation authority under the public information law.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 451.061, Transportation Code, is amended by amending Subsection (f) and adding Subsection (g) to read as follows:

(f) Except as provided by Subsection (g), personal ~~[Personal]~~ identifying information collected by an authority is confidential and not subject to disclosure under Chapter 552, Government Code, including a person's:

(1) name, address, e-mail address, and phone number;

(2) account number, password, payment transaction activity, toll or charge record, or credit, debit, or other payment card number; ~~and~~

(3) trip data, including the time, date, origin, and destination of a trip, and demographic information collected when the person purchases a ticket or schedules a trip; and

(4) other personal ~~[financial]~~ information, including financial information.

(g) Personal identifying information described by Subsection (f)(3) may be disclosed to a governmental agency or

S.B. No. 858

institution of higher education, as defined by Section 61.003, Education Code, by an authority if the requestor confirms in writing that the use of the information will be strictly limited to use in research or in producing statistical reports, but only if the information is not published, redisclosed, sold, or used to contact any individual.

SECTION 2. Section 452.061, Transportation Code, is amended by amending Subsection (e) and adding Subsection (f) to read as follows:

(e) Except as provided by Subsection (f), personal ~~[Personal]~~ identifying information collected by an authority is confidential and not subject to disclosure under Chapter 552, Government Code, including a person's:

(1) name, address, e-mail address, and phone number;

(2) account number, password, payment transaction activity, toll or charge record, or credit, debit, or other payment card number; ~~and~~

(3) trip data, including the time, date, origin, and destination of a trip, and demographic information collected when the person purchases a ticket or schedules a trip; and

(4) other personal ~~[financial]~~ information, including financial information.

(f) Personal identifying information described by Subsection (e)(3) may be disclosed to a governmental agency or institution of higher education, as defined by Section 61.003, Education Code, by an authority if the requestor confirms in writing that the use of the information will be strictly limited to

S.B. No. 858

use in research or in producing statistical reports, but only if the information is not published, redisclosed, sold, or used to contact any individual.

SECTION 3. Section 453.104, Transportation Code, is amended to read as follows:

Sec. 453.104. FARES AND OTHER CHARGES. (a) The board shall, after a public hearing, impose reasonable and nondiscriminatory fares, tolls, charges, rents, or other compensation for the use of the transit department system sufficient to produce revenue, together with receipts from taxes imposed by the transit department, in an amount adequate to:

(1) pay all the expenses necessary to operate and maintain the transit department system;

(2) pay when due the principal of and interest on, and sinking fund and reserve fund payments agreed to be made with respect to, all bonds that are issued by the board and payable in whole or part from the revenue; and

(3) fulfill the terms of any other agreement with the holders of bonds described by Subdivision (2) or with a person acting on behalf of the bondholders.

(b) Except as provided by Subsection (c), personal identifying information collected by a transit department is confidential and not subject to disclosure under Chapter 552, Government Code, including a person's:

(1) name, address, e-mail address, and phone number;

(2) account number, password, payment transaction activity, toll or charge record, or credit, debit, or other payment

S.B. No. 858

1 card number;

2 (3) trip data, including the time, date, origin, and  
 3 destination of a trip, and demographic information collected when  
 4 the person purchases a ticket or schedules a trip; and

5 (4) other personal information, including financial  
 6 information.

7 (c) Personal identifying information described by  
 8 Subsection (b)(3) may be disclosed to a governmental agency or  
 9 institution of higher education, as defined by Section 61.003,  
 10 Education Code, by a transit department if the requestor confirms  
 11 in writing that the use of the information will be strictly limited  
 12 to use in research or in producing statistical reports, but only if  
 13 the information is not published, redisclosed, sold, or used to  
 14 contact any individual.

15 SECTION 4. Section 460.109, Transportation Code, is amended  
 16 by amending Subsection (e) and adding Subsection (f) to read as  
 17 follows:

18 (e) Except as provided by Subsection (f), personal  
 19 ~~[Personal]~~ identifying information collected by an authority is  
 20 confidential and not subject to disclosure under Chapter 552,  
 21 Government Code, including a person's:

22 (1) name, address, e-mail address, and phone number;

23 (2) account number, password, payment transaction  
 24 activity, toll or charge record, or credit, debit, or other payment  
 25 card number; ~~and~~

26 (3) trip data, including the time, date, origin, and  
 27 destination of a trip, and demographic information collected when

S.B. No. 858

1 the person purchases a ticket or schedules a trip; and

2 (4) other personal [~~financial~~] information, including  
3 financial information.

4 (f) Personal identifying information described by  
5 Subsection (e)(3) may be disclosed to a governmental agency or  
6 institution of higher education, as defined by Section 61.003,  
7 Education Code, by an authority if the requestor confirms in  
8 writing that the use of the information will be strictly limited to  
9 use in research or in producing statistical reports, but only if the  
10 information is not published, redisclosed, sold, or used to contact  
11 any individual.

12 SECTION 5. The changes in law made by this Act apply only to  
13 a request for information that is received by a regional  
14 transportation authority, metropolitan rapid transit authority,  
15 municipal transit department, or coordinated county transportation  
16 authority on or after the effective date of this Act. A request for  
17 information that was received before the effective date of this Act  
18 is governed by the law in effect on the date the request was  
19 received, and the former law is continued in effect for that  
20 purpose.

21 SECTION 6. This Act takes effect immediately if it receives  
22 a vote of two-thirds of all the members elected to each house, as  
23 provided by Section 39, Article III, Texas Constitution. If this  
24 Act does not receive the vote necessary for immediate effect, this  
25 Act takes effect September 1, 2021.

## Board of Directors Memo

May 27, 2021

SUBJECT: Connect Route 3 and Route 7 Survey Data

### Recommendation

There is no recommendation at this time. This is an informational report only.

### Background

On March 10, 2021, the DCTA board of directors requested additional ridership data for Denton Connect Route 3 and Denton Connect Route 7. The intent of the data request was to provide insight on usage of the service by University of North Texas students, faculty and staff utilizing their university ID as fare media.

DCTA staff requested that NTMC begin tracking UNT-related ridership on Route 3 and Route 7 as part of their daily ridership counts. NTMC was able to accommodate this request effective March 25, 2021 and plans to continue this effort until further notice. DCTA staff also intends to conduct detailed on-board surveys aligned with the launch of GoZone service in September 2021 for this same purpose.

### Identified Need

On March 10, 2021, the DCTA board of directors requested UNT-related ridership data for Denton Connect Route 3 and Denton Connect Route 7.

### Prior Board Discussion/Action

- December 10, 2020 – Regular Agenda Item 6 – Discuss DCTA Priority Actions
- January 28, 2021 (Joint Meeting) – Regular Agenda Item 4 – DCTA Service Plan Update & MaaS Proposal Presentation
- March 10, 2021 (Rescheduled Meeting) – Regular Agenda Item 7 – Review and Discuss MaaS Service Plan Update and Considerations
- April 22, 2021 – Informational Report Item 3 – Connect Route 3 and Route 7 Survey Data

### Data Request

Below is a table of data that was collected from March 25, 2021 through May 14, 2021.

UNT ID Badge Utilized for Service\*

Date	Overall Ridership Route 7	UNT Ridership Route 7	UNT %	Overall Ridership Route 3	UNT Ridership Route 3	UNT %
Thursday, March 25, 2021	168	38	23%	49	0	0%
Friday, March 26, 2021	228	63	28%	68	0	0%
Saturday, March 27, 2021	125	8	6%	27	3	11%
Monday, March 29, 2021	194	70	36%	63	0	0%
Tuesday, March 30, 2021	194	18	9%	70	0	0%
Wednesday, March 31, 2021	208	80	38%	79	1	1%
Thursday, April 1, 2021	195	69	35%	74	1	1%
Friday, April 2, 2021	212	53	25%	69	2	3%



Saturday, April 3, 2021	133	0	0%	32	Unknown?	**
Monday, April 5, 2021	203	64	32%	76	6	8%
Tuesday, April 6, 2021	211	80	38%	91	0	0%
Wednesday, April 7, 2021	248	95	38%	84	1	1%
Date	Overall Ridership Route 7	UNT Ridership Route 7	UNT %	Overall Ridership Route 3	UNT Ridership Route 3	UNT %
Thursday, April 8, 2021	182	50	27%	60	0	0%
Friday, April 9, 2021	219	67	31%	71	2	3%
Saturday, April 10, 2021	127	20	16%	61	30	49%
Monday, April 12, 2021	209	24	11%	53	3	6%
Tuesday, April 13, 2021	213	54	25%	70	0	0%
Wednesday, April 14, 2021	233	80	34%	90	4	4%
Thursday, April 15, 2021	173	68	39%	83	5	6%
Friday, April 16, 2021	203	65	32%	75	1	1%
Saturday, April 17, 2021	106	2	2%	29	0	0%
Monday, April 19, 2021	195	55	28%	86	2	2%
Tuesday, April 20, 2021	220	50	23%	78	0	0%
Wednesday, April 21, 2021	214	69	32%	66	4	6%
Thursday, April 22, 2021	188	53	28%	46	0	0%
Friday, April 23, 2021	207	70	34%	71	0	0%
Saturday, April 24, 2021	73	25	34%	27	0	0%
Monday, April 26, 2021	232	68	29%	47	0	0%
Tuesday, April 27, 2021	182	47	26%	55	0	0%
Wednesday, April 28, 2021	125	34	27%	67	0	0%
Thursday, April 29, 2021	164	34	21%	54	1	2%
Friday, April 30, 2021	170	39	23%	69	1	1%
Saturday, May 1, 2021	112	0	0%	22	0	0%
Monday, May 3, 2021	211	58	27%	62	0	0%
Tuesday, May 4, 2021	43	25	58%	19	0	0%
Wednesday, May 5, 2021	235	19	8%	79	3	4%
Thursday, May 6, 2021	169	36	21%	66	1	2%
Friday, May 7, 2021	174	28	16%	78	1	1%
Saturday, May 8, 2021	131	0	0%	40	0	0%
Monday, May 10, 2021	166	0	0%	67	0	0%
Tuesday, May 11, 2021	190	0	0%	57	0	0%
Wednesday, May 12, 2021	181	26	14%	62	0	0%
Thursday, May 13, 2021	220	34	15%	72	0	0%
Friday, May 14, 2021	218	30	14%	70	0	0%

\* Data tabulated and provided by NTMC

\*\* Merged route data was provided - UNT usage for Route 3 on 4/3/21 is unknown



**Financial Impact**

There is a zero-cost impact for NTMC to collect the requested data.

**Exhibits**

None at this time.

A handwritten signature in black ink that reads "Rusty Comer". The signature is written in a cursive style with a large initial "R".

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

A handwritten signature in black ink that reads "Nicole Recker". The signature is written in a cursive style with a large initial "N".

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

Nicole Recker, VP of Mobility Services and Administration



## Board of Directors Memo

May 27, 2021

SUBJECT: Swiftly Contract Renewal 2021

### **Recommendation**

This is not an action item. Staff will bring this item back to the June 2021 board meeting for consideration of approval.

### **Background**

Swiftly is a software platform that enables staff to instantly pinpoint where and when performance issues are occurring by visualizing and understanding system performance, including on-time performance, running times, historical vehicle speed heat maps, and more. DCTA currently has an agreement for multiple Swiftly modules including Real-Time Passenger Information Module, Live Map Module, Open Data APIs, a Passenger Facing Website, GPS Playback Module, On-Time Performance Module, Vehicle Speed Module, and the Runtime Module.

The existing contract for software services is scheduled to expire in July 2021. Staff will bring this item back to the June 2021 board meeting for consideration of approval.

### **Identified Need**

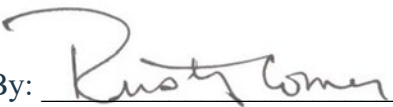
This is an extension of existing services. The data provided within these modules is invaluable to Bus Operations staff when reviewing and evaluating service performance. Additionally, this contract renewal will streamline existing agreements with Swiftly into one contract with a singular contract term for more seamless contract management.

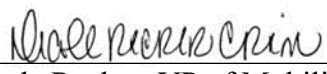
### **Financial Impact**

The total cost of software services is \$135,600 annually. Extension of this contract can be accommodated within the approved FY '21 budget and will be included in future operating budgets as needed.

### **Exhibits**

Exhibit 1: Upcoming Extension Agreement with Swiftly

Submitted By:   
Rusty Comer, Business Manager, Bus Operations

Approved By:   
Nicole Recker, VP of Mobility Services and Administration



# Swiftly Renewal Order Form

<b>Customer</b>	Denton County Transportation Authority (DCTA)
<b>Quote Date</b>	May 12, 2021
<b>Contract Term</b>	Initial One (1) Year Term: (June 1, 2021 - May 31, 2022) . The contract will renew for successive one (1) year terms unless either party notifies the other party of its intent not to renew at least thirty (30) days prior to the end of the then current term. The annual service cost is guaranteed throughout the duration of this agreement. Renewal prices will be assessed based on Swiftly's then current pricing.
<b>Marketing Terms</b>	Willingness to work with Swiftly to develop a case study, mutually agreeable press release, and ability to use your agency as a reference (website, presentations, etc.).

## Current Services (Renewing)

PRODUCT (Product name must match Invoice)	QTY	UNIT COST	TOTAL COST
<b>Swiftly Transitime</b>			
Real-Time Passenger Information Module: - Data APIs (GTFS-rt, JSON, XML, etc.) - SMS and Voice software services - Passenger Facing Website - Live Map Module	Up To 120 Buses	\$56,160 / Year	\$56,160 / Year
<b>Swiftly Insights</b>			
GPS Playback Module	Up To 120 Buses	Included	Included
On-Time Performance Module	Up To 120 Buses	Included	Included
Speed Map Module	Up To 120 Buses	\$39,000 / Year	\$39,000 / Year
Run Times Module	Up To 120 Buses	\$39,000 / Year	\$39,000 / Year
<b>Hardware &amp; Cellular Data</b>			
Connected Device Fee	-	\$12,240	\$12,240
<b>Swiftly Discounts</b>			
Buy One Insights Module Get One Free	-	-	\$-39,000/Year
TOTAL COST PER YEAR			\$107,400



## Swiftly Order Form (Signature Page)

**Payment Terms:** Due Net 30. Invoice sent separately. All fees are non-refundable and non-cancellable without Swiftly's written consent.

**\*SMS & Voice Limits:** Up to a combined 5,000 SMS and voice calls are included per month for US customers only. Each additional 5,000 combined SMS and voice calls per month costs \$125.

**Sales Tax:** If your agency is not tax exempt, sales tax may be added to this purchase order. \*\*UPDATE WITH TAX STATUS

**Terms of Use:** By signing below, Customer agrees that this Order Form is subject to, and Customer is bound by, the Swiftly SaaS Terms of Service located at: <http://goswift.ly/saas-terms-of-service> (the "Swiftly Terms"). Unless otherwise specifically stated in an Addendum, in the event of a conflict between the Addendum and the Swiftly Terms, the Swiftly Terms shall govern.

### Customer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Billing Contact Name

\_\_\_\_\_  
Billing Email

\_\_\_\_\_  
Billing Phone

### Swiftly, Inc.

\_\_\_\_\_  
Signature

**Jonathan Simkin**  
\_\_\_\_\_  
Name

**CEO**  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**611 Mission Street, Floor 7**

**San Francisco, CA 94015**  
\_\_\_\_\_  
Address



## General Terms

- We use a Software as a Service (SaaS) model with annual subscriptions per product. There are no hosting or maintenance fees.
- Subscriptions include unlimited users within your agency.
- We believe in data access and availability. As long as your agency is a paying customer, you will have easy access to download any data from the modules you purchase.
- Every time we update the platform or launch or a new feature, your agency will automatically have access to that feature so long as you have paid for that module. Since the system is cloud-based, you will never need to download or re-install new software. Simply login and you'll see the new feature!

## Support Plan

- Access to a Customer Success Manager.
- We pride ourselves on having the best support team in the industry. Always feel free to reach out with questions, comments, or suggestions on how we can better serve you. We typically respond to inquiries within 24 hours.

## Technical Requirements

- Everything is hosted in the cloud – you do not need to install or download any software.
- You can access the software from any computer, anywhere, anytime.
- Swiftly works on the latest version of any browser.

# DCTA Board Agenda Outlook

UPDATED: 5/20/2021 5:37 PM

JUNE 24, 2021	JULY 22, 2021	AUGUST 26, 2021
<p><b><u>CONSENT</u></b></p> <ul style="list-style-type: none"> <li>Approval of Minutes</li> <li>Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report)</li> <li>Consider Swiftly 2021 Renewal (NR)</li> <li>Consider extension of ILA with City of McKinney for McKinney Urban Transit District Collin County Transit Services</li> <li>Consider extension of Task Order with Irving Holdings for MUTD/CCT</li> </ul> <p><b><u>REGULAR AGENDA</u></b></p> <p><b><u>Discussion Topics</u></b></p> <ul style="list-style-type: none"> <li>PMO Progress Report</li> <li>Local &amp; Regional Transportation Updates and Legislative Issues</li> <li>Public Involvement Progress Report</li> </ul> <p><b><u>Action</u></b></p> <ul style="list-style-type: none"> <li>DBE goal for FY22, FY23, and FY24</li> <li>TRIP Annual Call for Projects: Project Award</li> <li>Presentation and Approval of FY22 Healthcare Benefit Contract</li> <li>ILA with Trinity Metro for Joint Bus Operations and Maintenance</li> <li>Consider approval of MK101 Service</li> <li>DCTA/DART ILA</li> <li>Consider approval of a Budget Amendment and Task Order for Agency Title VI Program</li> <li>Consider Approval of TO and Budget Amendment for KCS Rail Corridor TOD Study</li> </ul> <p><b><u>INFORMATIONAL REPORTS</u></b></p> <ul style="list-style-type: none"> <li>Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Information)</li> <li>Ridership Trend Report</li> <li>Public Involvement Progress Report</li> <li>State &amp; Congressional Legislative Updates</li> <li>Connect Route 3 &amp; 7 Survey Data (tick marks)</li> </ul>	<p><b><u>CONSENT</u></b></p> <ul style="list-style-type: none"> <li>Approval of Minutes</li> <li>Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report)</li> </ul> <p><b><u>REGULAR AGENDA</u></b></p> <p><b><u>Discussion Topics</u></b></p> <ul style="list-style-type: none"> <li>FY21 Pre-Audit discussion with Plante Moran</li> </ul> <p><b><u>Action</u></b></p> <ul style="list-style-type: none"> <li>Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report)</li> <li>Quarterly Investment Report</li> <li>Quarterly Grants Report</li> <li>Public Involvement</li> </ul> <p><b><u>INFORMATIONAL REPORTS</u></b></p> <ul style="list-style-type: none"> <li>Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Information)</li> <li>Ridership Trend Report</li> </ul>	<p><b><u>CONSENT</u></b></p> <ul style="list-style-type: none"> <li>Approval of Minutes</li> <li>Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report)</li> </ul> <p><b><u>REGULAR AGENDA</u></b></p> <p><b><u>Discussion Topics</u></b></p> <p><b><u>Action</u></b></p> <p><b><u>INFORMATIONAL REPORTS</u></b></p>